

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 15, 2017 Consent Regular
 Workshop Public Hearing

Department: Engineering & Public Works Department
Submitted By: Engineering & Public Works Department
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: a contract with Johnson, Mirmiran & Thompson, Inc. (JMT) in the amount of \$186,657.68 to provide professional services for construction engineering and inspection (CEI) for the Northlake Boulevard and Military Trail Intersection Improvements (Project).

SUMMARY: This contract is being submitted to the Clerk and Comptroller of Palm Beach County in accordance with Countywide PPM CW-O-051. The contract was approved on May 24, 2017, by the County Engineer as authorized by the Purchasing Code. The Small Business Enterprise (SBE) goal for all contracts is 15%. JMT committed to 15% SBE participation at selection for this project. However, JMT has now proposed 16.10% SBE participation, which exceeds their original commitment of 15%. JMT has an office in Palm Beach County. District 1 (LBH)

Background and Justification: On May 24, 2017, the County Engineer approved the contract in the amount of \$186,657.68 with JMT to provide professional services for CEI for the project. The County Engineer has authority to approve contracts under \$200,000, in accordance with the Purchasing Code, Chapter 2, Article III, Division 2, Part A., Section 2.53 (f).

Attachments:

- 1. Location Sketch
- 2. Contract and Certificate of Insurance

Recommended by: *[Signature]* S. T. Webb 7/7/17
Department Director Date

Approved By: *[Signature]* Assistant County Administrator 7/24/17
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

**This receive and file item has no fiscal impact. The budget for the project was established through the Road Program and the task authorization to the consultant was approved by the Deputy County Engineer. The project is accounted for in 3501-361-1348.

C. Departmental Fiscal Review: Alicia Kovalainen

III. REVIEW COMMENTS

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

[Signature] 7/11/17
OFMB
KP RED
7/10 7/10

[Signature] 7/11/17
Contract Dev. and Control
7/19/17 [Initials]

B. Approved as to Form and Legal Sufficiency:

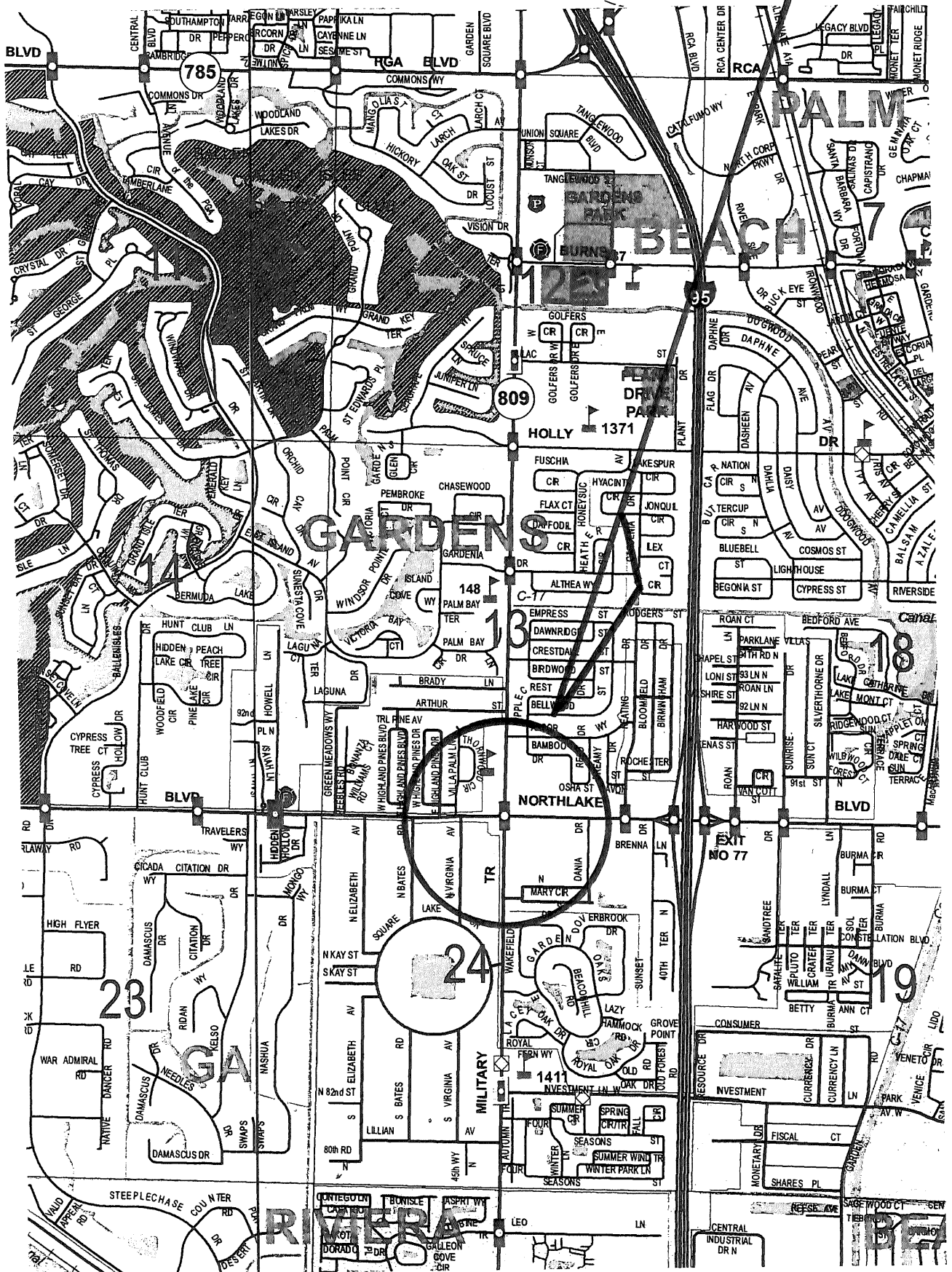
[Signature] 7/21/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

Northlake Boulevard and Military Trail
Intersection Improvements (CEI)
Palm Beach County Project No. 2013519



LOCATION SKETCH



May 31, 2017

Attachment 2 – Page 1 of 42

Johnson, Mirmiran & Thompson, Inc.
1000 Corporate Drive, Suite 150
Fort Lauderdale, Florida 33334
Attn: Ms. Karina Jackson, P.E., Vice President

**Re: NORTHLAKE BOULEVARD AND MILITARY TRAIL
INTERSECTION IMPROVEMENTS (CEI)
PALM BEACH COUNTY PROJECT NO. 2013519
NEW PROJECT CONTRACT DATED MAY 24, 2017
ACCOUNT NO.: 3501-361-1348-6551 COMMISSION DISTRICT: 1**

Dear Ms. Jackson:


This letter serves as your "**Notice to Proceed**" with the Professional Services for the above referenced project, which was approved by the County Engineer on May 24, 2017.

Compensation for these services are approved as follows, and are not to be exceeded without authorization from Palm Beach County: **Basic Services** (Lump Sum) \$176,657.68; **Reimbursable Services** (Not to Exceed) \$10,000.00; for a total amount of **\$186,657.68**.

Final completion of services under this authorization shall be performed in an expeditious manner so as not to impact the current schedule, or as otherwise requested by the County in writing.

If you have any questions, please feel free to contact me at 561-684-4122.

Sincerely,



Holly B. Knight, P.E.,
Contracts Section Manager
Roadway Production Division

HBK:jd
Attachment
pc: Administrative Services, Fiscal (NTP)
Contract Development & Control
Office of Small Business Assistance
Finance Department
CCNA File (w/original)
Roadway Project File

ec: Omelio A. Fernandez, P.E., Director, Roadway Production Division
L. Morton Rose, P.E., Assistant Director, Roadway Production Division
David Young, P.E., Special Projects Manager,
Roadway Production Division
Holly Knight, P.E., Contracts Section Manager,
Roadway Production Division
Maroun Azzi, P.E., Project Engineer, Roadway Production Division
Donna Lewis, TA III, Roadway Production Division
Vanessa Jagoo, TA II, Roadway Production Division

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

**Palm Beach County
Board of County
Commissioners**

Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor

Hal R. Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard

County Administrator
Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

ATTACHMENT 2

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

This is a Contract made as of May 24, 2017, between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **Johnson, Mirmiran & Thompson, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 1000 Corporate Drive, Suite 150, Fort Lauderdale, Florida 33334, and having Federal Tax I.D. #52-0963531. The COUNTY intends to construct **Northlake Boulevard and Military Trail Intersection Improvements (CEI), Project No. 2013519** (hereinafter called the **PROJECT**).

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 The CONSULTANT shall perform professional construction engineering and inspection (CEI) services in connection with the PROJECT as hereinafter stated which shall include normal civil engineering services, more particularly described in Exhibit "A" (Scope of Services).

1.1.2 The CONSULTANT shall perform required CEI services in accordance with the Florida Department of Transportation Construction Project Administration Manual.

1.1.3. The CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to the COUNTY that the 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 CONSULTANT acknowledges that the COUNTY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this Contract, the CONSULTANT agrees that the 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 CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT covenants with the COUNTY to cooperate with the COUNTY and to utilize the CONSULTANT'S skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this project. The 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 CONSULTANT further agrees 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 The CONSULTANT shall obtain prior written approval from the COUNTY for all Construction Contract Modifications.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services Requiring Authorization in Advance

If authorized in writing by the COUNTY'S authorized representative, the CONSULTANT shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.8 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.
- 2.1.4. Furnishing the services of special consultants for other than the services included in Exhibit "A".
- 2.1.5. Services during out-of-town travel required of the CONSULTANT other than visits to the site or the COUNTY'S office as required by Section 1.
- 2.1.6. Assistance in connection with change orders for construction, materials, equipment or services.
- 2.1.7. Preparing to serve or serving as a consultant or witness for the COUNTY in any litigation or other legal proceeding involving the PROJECT.
- 2.1.8. 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 CONSULTANT.

- 3.1. The Director of the Construction Coordination Division shall act as the COUNTY'S representative with respect to the services to be rendered under this Contract, and shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY policies and decisions with respect to the CONSULTANT'S services for the PROJECT.
- 3.2. Provide all criteria and full information as to the COUNTY'S requirements for the PROJECT.
- 3.3. Assist the CONSULTANT by placing at the CONSULTANT'S disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.4. Furnish to the CONSULTANT the items listed in Exhibit "A".
- 3.5. Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required for the CONSULTANT to perform services under this Contract.

- 3.6. 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**.
- 3.7. 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.
- 3.8. Attend the preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.9. Give prompt written notice to the **CONSULTANT** whenever the **COUNTY** observes or otherwise becomes aware of any development that affects the scope or timing of the **CONSULTANT'S** services, or any defect or non-conformance in the work of any contractor.
- 3.10. Furnish, or direct the **CONSULTANT** to provide, Additional Services as stipulated in paragraph 2.1 of this Contract or other services as required.
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

4.1. The **COUNTY** will issue a written "**NOTICE TO PROCEED**" to the **CONSULTANT** within sixty (60) days of contract execution by the **COUNTY**. The **CONSULTANT** will immediately commence work on the **PROJECT**.

SECTION 5 - PAYMENTS TO CONSULTANT

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

5.1.1. Basic Services: The **COUNTY** will pay the **CONSULTANT** the lump sum of **\$176,657.68** for completion of the Basic Services included in the Scope of Services (Exhibit "A") and the Fee Summary (Exhibit "B").

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 **2.743** for services rendered by principals and employees assigned to the **PROJECT** plus all reimbursable expenses.

5.1.2.2. For services rendered by the **CONSULTANT'S** principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with Paragraph 2.1.7. 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 **CONSULTANT**, in accordance with State and local law, the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the **COUNTY**. These expenses will not exceed **\$10,000.00** without additional authorization from the **COUNTY**.

5.1.4. Optional Services: The **COUNTY** will pay the **CONSULTANT** for completion of the Optional Services included in the Scope of Services (Exhibit "A") and the Fee Summary (Exhibit "B") when the provision of each service is specifically authorized in writing by the **COUNTY**. These expenses will not exceed **\$0.00** without additional authorization from the **COUNTY**.

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

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

5.2. **Payments**

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

5.2.2. Upon satisfactory completion of all Services, including permits, described in this Contract and approval and acceptance of the plans by the COUNTY full payment for all completed Services provided, will be made and the contract will be closed. If the contract has an authorization for Post Design Services, the Contract will remain open until all Post Design Services (if applicable) are complete.

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

5.3. **Other Provisions Concerning Payments**

5.3.1. If this Contract is terminated prior to its completion other than due to default on the part of the CONSULTANT, the CONSULTANT shall be paid for Basic Services called for under Section 1 an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in Section 5. Further, the CONSULTANT shall be paid for the completed portion of additional services authorized under Section 2, in accordance with Paragraph 5.1.2.

5.3.2. Records of the CONSULTANT'S Salary Costs pertinent to the 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 CONSULTANT'S services.

5.4. **Definitions**

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

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

SECTION 6 - GENERAL CONSIDERATION

6.1. **Termination**

This Contract may be canceled by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY if, through no fault of the 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 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 cancellation or termination. In the event of cancellation by the CONSULTANT or termination by the COUNTY, 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 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.

6.2. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

6.2.1. Upon completion and acceptance of the final work, the CONSULTANT shall furnish to the COUNTY the record drawings, field notes and all documents and materials prepared by and for the COUNTY under this Contract.

6.2.2. 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 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.

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

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

6.2.5 Notwithstanding any breach of this Contract by either party nor the status of payment to the 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 CONSULTANT'S services, or authorized by the COUNTY as a reimbursable expense, whether generated directly by the 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 CONSULTANT, and wherever located shall be the property of the COUNTY.

6.3 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 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.

The CONSULTANT shall comply with Section 20.055(5), F.S.

6.4. **Insurance**

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, 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 CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

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

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

6.4.1 **Commercial General Liability**

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. CONSULTANT shall provide this coverage on a primary basis.

6.4.2. **Business Automobile Liability**

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 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.

6.4.3. **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.

6.4.4. **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 \$40,000, 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.

6.4.5. **Additional Insured**

CONSULTANT shall endorse the COUNTY and the FLORIDA DEPARTMENT OF TRANSPORTATION 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.

6.4.6. **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, 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 a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

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

Prior to execution of this Contract, 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, CONSULTANT agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this Contract. The certificate of insurance shall be issued to

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

6.4.8. **Umbrella or Excess Liability**

If necessary, 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.

6.4.9 **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.

6.5. **Indemnification**

CONSULTANT shall indemnify and hold harmless the COUNTY and the FLORIDA DEPARTMENT OF TRANSPORTATION, 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.

6.6. **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.

6.7. **Successors and Assigns**

6.7.1. The COUNTY and the 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, the CONSULTANT shall not 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 CONSULTANT.

6.7.2. The CONSULTANT shall not 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 CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

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

6.8 **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 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 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 has committed to 15.00% for this Project.

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 has provided Exhibit "C" (Consultant Certifications), if required, Exhibit "D" (Participation for SBE Consultants) and Exhibit "E" (Letter's of Intent) attached hereto indicating the specific participation.

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 contract goal.

The 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 CONSULTANT agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE participation for this Contract.

The CONSULTANT further agrees to provide the SBE Office with a copy of the CONSULTANT'S contract with the 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 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 CONSULTANT with other certified SBE's, unless approval to the contrary is granted by the COUNTY.

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

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.

The 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 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 CONSULTANT'S failure to make timely payment to the subcontractor, subconsultant or supplier.

6.9. **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. All of the services required herein shall be performed by the 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 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.

6.10. **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.

6.11. **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 or 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 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 for any prospective business association, interest or other circumstance which may influence or appear to influence the 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 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.

6.12. **Independent Contractor Relationship**

The 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 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 CONSULTANT shall be responsible to the COUNTY for all the work or services performed by the CONSULTANT or any person or firm engaged as a subcontractor to perform work in fulfillment of this Contract.

6.13. **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.

6.14. **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.

6.15. **Entirety of Contractual Agreement**

The COUNTY and the 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 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.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 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 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.

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

7.2.1. Exhibit A: Scope of Services

7.2.2. Exhibit B: Fee Summary

7.2.3. 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).

7.2.4. Exhibit D: Participation for SBE Consultants

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

7.3. 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 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 8 - 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.

SECTION 9 - 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.

SECTION 10 - ARREARS

The 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 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 11 - 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 pursuant to Palm Beach County Resolution R-2014-1421, as may be amended.

CONSULTANT has submitted to the COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the 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.

SECTION 12 - 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.

SECTION 13 - 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.

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 14 - REMEDIES

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

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

SECTION 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.

SECTION 16 - 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.

SECTION 17 - 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).

SECTION 18 - 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 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 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 CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

SECTION 19 - 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.

SECTION 20 - CHAPTER 119, F.S. PUBLIC RECORDS

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

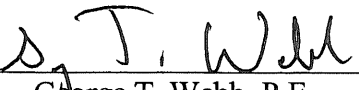
**Records Request, Palm Beach County Public Affairs Department
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
Or by Telephone at: 561-355-6680**

SECTION 21 – E-VERIFY

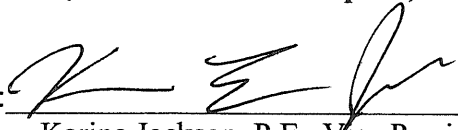
The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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

OWNER:
Palm Beach County, Florida

BY: 
George T. Webb, P.E.
County Engineer

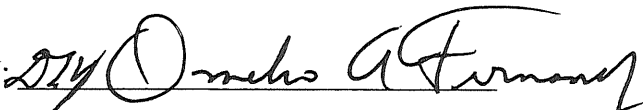
CONSULTANT:
Johnson, Mirmiran & Thompson, Inc.

BY: 
Karina Jackson, P.E., Vice President

CORPORATE SEAL


(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: 

BY: RICHARD SUDOVITZ
(Print Name)

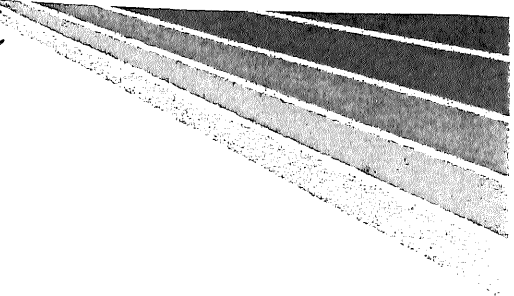
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: 
Assistant County Attorney



*Scope & Fee OK,
MA, DZy*



March 24, 2017

Maroun Azzi, PE
Project Manager, Engineering & Public Works Dept.
Roadway Production Division
Palm Beach County
2300 North Jog Road, 3rd Floor
West Palm Beach, FL 33411

RE: Scope and Fee Proposal- Northlake Blvd. and Military Trail Intersection Improvements CEI; Project No. 2013519

Dear Mr. Azzi:

Johnson, Mirmiran & Thompson (JMT) is pleased to submit this scope and fee proposal to provide Construction Engineering & Inspection services for the Northlake Blvd. and Military Trail Intersection Improvements project (Project No. 2013519). Based on our understanding of the project, we have developed the Scope of Work and Fee Proposal detailed in the following pages.

If you have any questions or need to discuss, please do not hesitate to contact me at 561-718-8097 or lwatts@jmt.com.

Very truly yours,
JOHNSON, MIRMIRAN & THOMPSON, INC

A handwritten signature in black ink, appearing to read 'L. Watts'.

Lee Watts, PE
Project Manager/Senior Project Engineer



**CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES**

FOR

PALM BEACH COUNTY

Northlake Blvd. and Military Trail Intersection Improvements

PBC Project No. 2013519

FDOT Financial Project No. 431645-1-54-01

Contact: Lee Watts, PE
Johnson, Mirmian & Thompson
8895 N. Military Trail, Suite 304D
Palm Beach Gardens, Florida 33410
P: 561.318.7638
M. 561.718.8097

**SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION**

1. PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction project.

2. SCOPE:

Provide services as defined in this Scope of Services, the referenced Palm Beach County (County) and FDOT manuals, and procedures. Services provided by the Consultant shall comply County and FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County. Such County manuals, procedures, and memorandums are found at the State Construction Office's website.

3. LENGTH OF SERVICE:

The services for Construction Contract shall begin upon written notification to proceed by the County. Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and thirty (30) calendar days to demobilize after final acceptance of the Contract.

4. ITEMS FURNISHED BY THE CONSULTANT:

- a. Field Office - Provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services.
- b. Vehicles - Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.
- c. Field Equipment - Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Hard hats shall have the name of the consulting firm visibly displayed. Handling of nuclear density gauges shall be in compliance with their license.
- d. Licensing for Equipment Operations - Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida County of Health.

5. REQUIREMENTS OF THE CONSULTANT:

- a. General - It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- b. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.
- c. Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Inform the Construction Project Manager of any design defects, reported by the contractor or observed by the consultant.
- d. On-site Inspection

- i. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents.
 - ii. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.
 - iii. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the County's procedures.
- e. Sampling and Testing:
- i. Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.
 - ii. Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
 - iii. The County will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.
 - iv. Sampling, testing and laboratory methods shall be as required by the County's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.
 - v. Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.
- f. Engineering Services:
- i. Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.
 - ii. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes.
 - iii. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
 - iv. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations and errors in logic.
 - v. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
 - vi. Monitor, inspect and document utility relocation self-performed by the contractor for conformance. Document utility construction progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, County staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County, FDOT and Local Government owned facilities.
 - vii. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.
 - viii. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using a digital photo management system. Photographs shall be taken the day

prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

g. Geotechnical Engineering

- i. The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the contract services indicated in this section. However, the prime Consultant will be responsible to the County for the satisfactory performance and timeliness of these services.
- ii. Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft inspection. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, the CEI, and the County/FDOT as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.
- iii. Drilled Shafts
 1. Process and review the Drilled Shaft Installation Plan in accordance with the County and FDOT requirements.
 2. Schedule a pre-drilled shaft installation meeting to review and discuss the drilled shaft installation procedures. Make sure that the Contractor's field superintendent, CEI's drilled shaft inspector(s), the County and FDOT are invited.
 3. Inspect installation of test holes (methods shafts), load test shafts, and production shafts and ensure they are constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. Report to the EOR any problems observed during the installation of the test holes, deviations from the Drilled Shaft Installation Plan or contract documents, and construction quality issues associated with the Contractor's methods
 4. If there are pilot holes in the project, advise the EOR, County and FDOT on the pilot hole schedule. Verify the pilot hole locations. Inspect the performance of the pilot holes and complete the proper FDOT inspection form, describing accurately the soils/rocks encountered and corresponding depths, the results of field testing performed (Standard Penetration Test blow counts, Cone Penetration Tests, or other, if applicable) and the results of the rock coring performed (coring time, recovery and RQD).
 5. Analyze the load test data, pilot holes and any other available soils/rock data as required to establish final drilled shaft tip elevations and minimum rock socket lengths. Submit report(s) recommending production shaft tip elevations, minimum rock socket lengths and any other recommendations that may be required in the project (such as rock socket material definition and impact of permanent or temporary casing on the required minimum socket lengths) to the DGE for approval.
 6. Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.
 7. Complete all necessary drilled shaft inspection forms and keep a log of all inspections made of the shafts.
 8. Provide completed drilled shaft inspection forms for all shaft installations to the EOR, County and FDOT upon completion of the drilled shaft installation.
 9. When conditions occur which are different from those indicated on the plans, immediately report them to the Geotechnical Engineer. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the EOR for approval.

10. Review the drilled shaft logs and the concrete placement logs to identify possible shaft integrity problems and potential causes. Communicate identified issues to the EOR.
11. Hire a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects. Report results to the EOR, County and FDOT.
12. Evaluate problems encountered during construction, and coordinate with the EOR and the Contractor to resolve such problems, including possible withdrawing Drilled Shaft Installation Plan approval.

6. PERSONNEL:

- a. General Requirements -Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."
- b. Personnel Qualifications:
 - i. Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.
 - ii. Before the project begins, all project staff must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.
- c. Staffing - Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the project and final project documentation. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter. Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

7. QUALITY ASSURANCE (QA) PROGRAM

- a. Quality Assurance Plan - Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan. Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas.
 - i. Organization - A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
 - ii. Quality Assurance Reviews - Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.
 - iii. Quality Assurance Records - Outline the types of records which will be generated and maintained during the execution of the QA program.
 - iv. Quality Assurance Certification - An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and County procedures.

Northlake Blvd. and Military Trail Intersection Improvements

Project No. 2013519

- b. Quality Assurance Reviews - Conduct Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.
 - c. Quality Records - Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.
8. **FINAL ESTIMATE AND AS-BUILT PLANS SUBMITTAL** - Prepare documentation and records in compliance with the Agreement or Consultant's approved QC Plan and the County's Procedures. Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with County requirements.
9. **INVOICING INSTRUCTIONS** - Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County. All invoices and backup documentation shall be submitted to the County in electronic format in accordance with County procedure. All charges to the project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the County. A Final Invoice will be submitted to the County no later than the 60th day following Final Acceptance of the individual project or as requested by the County.

The JMT Team Proposed Fee Summary

Northlake Blvd. and Military Trail Intersection Improvements CEI
 Project No. 2013519

Consultant	Role	Services	Fees
Johnson, Mirmiran & Thompson, Inc.	Prime Consultant	Contract Management & CEI Services ✓	\$156,610.34
HSQ Group (SBE)	Subconsultant	CEI Inspection ✓	\$20,047.34
Nutting Engineers of Florida, Inc. (SBE)	Subconsultant	Laboratory & Field Testing Services estimated at 0.5% to 0.6% of Construction Amount. Limiting Amount ✓	\$10,000.00
		Total Proposed CEI Fees ✓	\$186,657.68

Northlake Blvd. and Military Trail Intersection Improvements CEI, Project No. 2013519
CEI Staff Hour Estimate

LETTING DATE	3/7/2017
CEI START DATE	7/1/2017
CEI END DATE	5/27/2018
CONSTRUCTION DURATION	270
TOTAL DURATION (DAYS)	330
CALENDAR MONTHS	10.8

Staff Classifications (Firm)	2017											2018					TOTALS			
	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	Manhour (Months)	Manhours	Loaded Rates (\$)	Total Fee (\$)	
	L		P	C	C	C	C	C	C	C	C	C	F							
CEI Senior Project Engineer (JMT)			0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10		✓	1.10	181.50	✓\$175.55	✓\$31,862.33	
CEI Project Administrator/CSS (JMT)			0.25	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.30	0.40	0.40		✓	4.15	684.75	✓\$120.69	✓\$82,642.48	
CEI Senior Inspector (JMT)				0.70	0.70	0.70	0.70	0.70							✓	3.50	577.50	✓\$72.91	✓\$42,105.53	
CEI Senior Inspector (HSQ)									0.70	0.50	0.50				✓	1.70	280.50	✓\$71.47	✓\$20,047.34	
TOTAL			0.35	1.20	1.20	1.20	1.20	1.20	1.20	1.00	0.90	0.50	0.50		✓	10.45	1,724.25	✓	✓\$176,657.68	

JMT's LOADED STAFF HOURLY RATES

Project No. 2013519

Job Classification	Unloaded Rate	Multiplier*	Loaded Rate
CEI Senior Project Engineer	\$64.00	2.743	\$175.55
CEI Project Administrator	\$44.00	2.743	\$120.69
CEI Contract Support Specialist	\$33.40	2.743	\$91.62
CEI Senior Inspector	\$26.58	2.743	\$72.91

*Multiplier based on FDOT approved home overhead rates and 12% operating margin

*Rates OK
#*

HSQ's LOADED STAFF HOURLY RATES

Project No. 2013519

Job Classification	Unloaded Rate	Multiplier*	Loaded Rate
CEI Senior Inspector	\$26.00	2.749	\$71.47

*Multiplier based on FDOT approved home overhead rates and 12% operating margin

Rates OK
W

Nutting Engineers of Florida, Inc.
May 1, 2015 Revised

Exhibit A

SCOPE OF WORK

Rates OK

The general scope of work consists of geotechnical engineering, geotechnical drilling, construction materials testing and inspection, threshold inspection services, and any other related services. The Schedule of Fees and Services shown below provides the standard services that may be requested.

SCHEDULE OF FEES AND SERVICES

Effective date from August 19, 2015 through August 18, 2016

I. SOIL TESTING

1.	Field Density Test (five [5] minimum)	\$25/test
2.	Proctors	\$100/test
3.	Florida Bearing Value Test	\$45/test
4.	Limerock Bearing Ratio Test	\$250/test
5.	Atterberg Limit	\$90/test
6.	Carbonate Content Test	\$60/test
7.	Organic Content Test	\$50/test
8.	D.O.T. Corrosivity	\$75/test
9.	Soil Observation (On Site)	\$55/hour
10.	Natural Sample Moisture Content	\$20/test
11.	Unit Weight and Moisture Content (Undisturbed Sample)	\$50/test

II. CONCRETE & MASONRY MATERIALS

12.	Concrete Compression test (Min four [4] cylinders per trip) -Prepare cylinders & slump test on site, and deliver to lab	\$110/set
13.	Additional Concrete cylinders	\$15/cyl.
14.	Concrete Compression test only [delivered to lab]	\$17/cyl.
15.	Slump test	\$10.50/test
16.	Air Content Test	\$25/test
17.	Stand-by	\$45/hour
18.	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$105/set
8.	2" x 2" Mortar Cubes (Six [6] per set) -Includes preparation of Cubes on site	\$105/set
9.	Additional Mortar Cubes	\$15/ea.
10.	Masonry Units	
	A. Compressive Strength	\$80/unit
	B. Absorption	\$40/unit
11.	Concrete Cores (Min. 3); - Secure, trim & test	\$80/core
	- Testing of core [delivered to lab (Incl. Trim)]	\$25/core
12.	Swiss Hammer Testing	\$55/hour
13.	Windsor Probe Test (Min. 3 shots)	\$25/test
14.	Additional Windsor Probe Tests	\$25/test

III. AGGREGATE TESTING

1.	Grain size determination:	
	A. Full grain size (8 sieves)	\$85/test
	B. Wash through (#200)	\$45/test
2.	Sieve Analysis - Coarse Aggregate	\$85/test
3.	Specific Gravity & Absorption of Fine or Coarse Aggregate	\$70/test

IV. ASPHALT TESTING

1.	Asphalt Cores (obtaining core samples)	\$60/each
2.	Asphalt Extraction & Gradation	\$150/test
3.	Asphalt Density and Thickness	\$35/test
4.	Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	\$150/test
5.	Coring Machine plus Generator Rental	\$100/trip
6.	Superpave Resolution Testing	N/A

V. INSPECTION SERVICES

1.	Concrete Inspection (on job-site or plant)	\$75/hour
2.	Pile Driving Inspection	\$75/hour
3.	Pre-Stress Yard Inspection	\$75/hour
4.	Steel Inspection	\$75/hour
5.	Threshold Inspection	\$75/hour
6.	Asphalt Inspection (Plant or Roadway)	\$75/hour

VI. FIELD EXPLORATIONS

1.	Auger Borings	\$10/LF
2.	Hand Augers	\$10/LF
3.	Standard Penetration Tests - Truck Rig (0' - 50')	\$12.50/LF
	(51' - 100')	\$15/LF
4.	Grout bore holes - 0' - 50'	\$5/LF
	51' - 100'	\$5/LF
5.	Casing - 0' - 50'	\$7/LF
	51' - 100'	\$6/LF
6.	Static Cone Penetration Test (0' -100')	\$12/LF
7.	Muck Probing (4 hr min.)	\$100/hour
8.	Mobilization of drilling equipment to project (Min. Charge):	
	1. 50 mile travel	\$150/trip
	2. 100 mile travel	\$200/trip

VII. MISCELLANEOUS SERVICES

1.	Foundation Analysis and Recommendation	≥1 Staff Hours
2.	Percolation Test	\$350/test
3.	Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)	\$35/LF
4.	Plug & Abandon Monitoring Well, 25' Depth	\$125/hour

ENGINEERING AND PROFESSIONAL SERVICES:

Principal Engineer (If Needed / At Option of PBC)	\$190.00/hour ⁽¹⁾
Senior Geotechnical Engineer	\$155.00/hour ⁽¹⁾
Engineer, P.E.	\$125.00/hour ⁽¹⁾
Staff Engineer	\$100.00/hour ⁽¹⁾
Senior Engineering Technician	\$72.00/hour ⁽¹⁾
Engineering Technician	\$54.00/hour ⁽¹⁾
Drafter / CADD	\$66.00/hour ⁽¹⁾

⁽¹⁾NOTE: our multiplier is 3.03; it is capped at 3.0 per PBC requirements.

CERTIFICATION STATEMENTS

Attachment 2 – Page 31 of 42

Project: **Northlake Boulevard and Military Trail Intersection Improvements (CEI)**

Project No.: **2013519**

Consultant/Annual Consultant: **Johnson, Mirmiran & Thompson, Inc.**

TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

The **CONSULTANT/ANNUAL CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information pursuant to Palm Beach County Resolution R-2014-1421, as may be amended.

CONSULTANT/ANNUAL CONSULTANT has submitted to the **COUNTY** a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the **CONSULTANT/ANNUAL 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/ANNUAL CONSULTANT** will conform to the **COUNTY's** non-discrimination policy as provided in R-2014-1421, as amended.



Karina Jackson, P.E., Vice President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Northlake Boulevard and Military Trail Intersection Improvements (CEI)
Project No.: 2013519

CONSULTANT/ANNUAL CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

N/A

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT’S/ANNUAL CONSULTANT’S judgment or quality of services being provided to the County.

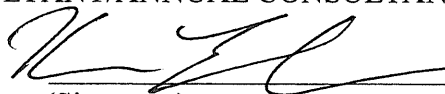
CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT’S/ANNUAL CONSULTANT’S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

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

THIS DISCLOSURE is submitted by Karina Jackson, P.E., as
(Name of Individual)

Vice President, of Johnson, Mirmiran & Thompson, Inc.
(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)

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

 5/10/2017
(Signature) (Date)

Palm Beach County
 Engineering & Public Works Roadway Production
PARTICIPATION FOR MWBE/SBE CONSULTANTS
 Contract

Attachment 2 – Page 33 of 42

Project Name: Northlake Boulevard and Military Trail Intersection Improvements **Project Number:** 2013519
Prime Vendor: Johnson, Mirmiran & Thompson, Inc (JMT) **Resolution Number**
Telephone: 954-492-9921 **Resolution Date** 5/3/2017
Contact: Alexandra Browne **Department:** Engineering & Public Works

MINORITY SUBCONTRACTORS

Minority Sub-Consultant	Type of Work Performed	----- Contract Dollar Amount for Sub-Consultant -----				
		Black	Hispanic	Women	Other	White Male
HSQ Group, Inc. 1489 W PALMETTO PARK RD STE 3 BOCA RATON, FL 33486 (561) 392-0221	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	0.00	20,047.34	0.00
Nutting Engineers of Florida, Inc. 1310 NEPTUNE DR BOYNTON BEACH, FL 33426 (561) 736-4900	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	0.00	0.00	10,000.00
Total Contract Authorizatoin \$186,657.68	Total MWBE	0.00	0.00	0.00	0.00	
	Percentage	0.00%	0.00%	0.00%	0.00%	
	Total SBE	0.00	0.00	0.00	20,047.34	10,000.00
	Percentage	0.00%	0.00%	0.00%	10.74%	5.36%

SCHEDULE 1

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

PROJECT NAME OR BID NAME: Northlake Boulevard and Military Trail Intersection Improvements (CEI) PROJECT NO. OR BID NO.: 2013519

NAME OF PRIME BIDDER: Johnson, Mirmiran & Thompson, Inc. ADDRESS: 1000 Corporate Drive, Suite 150, Fort Lauderdale, FL 33334

CONTACT PERSON: Karina Jackson, PE PHONE NO.: 954-492-9921 FAX NO.: 954-492-9909

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 West Palmetto Park Road, Suite 340, Boca Raton, Florida 33428 (561) 392-0221	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	10.74%
2. NUTTING ENGINEERS OF FLORIDA, INC. 1310 Neptune Dr , Boynton Beach, FL 33426 (561) 736 4900	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	5.36%	_____
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 _____ 5.36% 10.74%

Total Bid Price \$ \$186,657.68 Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 16.10%

- 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

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2013519 PROJECT NAME: Northlake Boulevard and Military Trail Intersection Improvements (CEI)

TO: Johnson, Mirmiran & Thompson, Inc.
(Name of Prime Bidder)

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

Small Business Enterprise X Minority Business Enterprise X
Black Hispanic Women Caucasian Other (Please Specify) X

Date of Palm Beach County Certification: 03/13/15 – 03/12/18

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>CEI Inspection Services</u>	<u> </u>	<u> </u>	<u>\$20,047.34</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

at the following price or percentage 10.74%
(Subcontractor's quote)


and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

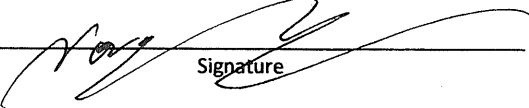
If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage /
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Johnson, Mirmiran & Thompson, Inc.
Print name of Prime Contractor
By: 
Signature
KARINA ENRIQUE JACKSON /VP
Print name/title of person executing on behalf
Prime Contractor

HSQ Group, Inc.
Print name of SBE-M/WBE Subcontractor
By: 
Signature
Nour Shehadeh – Vice President
Print name/title of person executing on behalf
of SBE/M/WBE Subcontractor

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR Attachment 2 – Page 36 of 42**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2013519 PROJECT NAME: Northlake Boulevard and Military Trail Intersection Improvements (CEI)

TO: Johnson, Mirmiran & Thompson, Inc.
(Name of Prime Bidder)

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: September 30, 2014 - September 29, 2017

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>Laboratory & Field Testing Services</u>	_____	_____	<u>\$10,000.00/5.36%</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

at the following price or percentage
\$10,000.00 (5.36%)
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____ / _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Johnson, Mirmiran & Thompson, Inc.
Print name of Prime Contractor
By: [Signature]
Signature
KARINA ENRICO - SPOKON /VP
Print name/title of person executing on behalf
Prime Contractor


Nutting Engineers of Florida, Inc.
Print name of SBE-M/WBE Subcontractor
By: [Signature]
Signature
Richard Jossi, PE, Principal/President
Print name/title of person executing on behalf
of SBE/M/WBE Subcontractor

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY
BUDGET AVAILABILITY STATEMENT
Revised**

Attachment 2 – Page 37 of 42

DATE: May 17, 2017

TO: Omelio Fernandez, Director
Roadway Production
Attn: David Young/JaeAnn Dean

FROM: Alice Kovalainen, Fiscal Manager 
Administrative Services

RE: Northlake Blvd and Military Trail Intersection
Improvements (CEI)
Project # 2013519
Johnson, Mirmiran & Thompson, Inc.
(VS0000007619)
Consultant Services Authorization
New Task Authorization \$186,657.68

BOARD MEETING DATE: N/A

FISCAL IMPACT LOCATION: F:\COMMON\WP\AgendaPage2\ _____,

FUNDING STATUS: FULLY FUNDED

Is Item Included in Current Budget? Yes X No

Budget Account No:
Fund 3501 Dept 361 Unit 1348 Object 6551

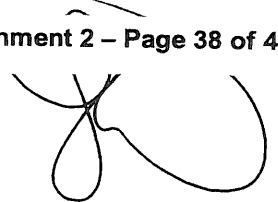
Recommended Sources of Funds/Summary of Fiscal Impact:
Road Impact Fees - Zone 1
Northlake Blvd and Military Trail Intersection Improvements

New Task Authorization	
Basic Services	\$176,657.68
Optional Services	\$.00
Reimbursables	<u>\$ 10,000.00</u>
Total Task Authorization	\$186,657.68

Note: Funded by a \$190,000 non-board transfer from FY 2011 Road Program allocation from Intersection Reserves.

**REQUEST FOR BUDGET AVAILABILITY STATEMENT
FOR A
NEW PROJECT CONTRACT
RUSH PLEASE**

Attachment 2 – Page 38 of 42



TO: Danny Ramlalsingh
Fiscal Specialist III

REQUEST DATE: May 16, 2017

PROJECT TITLE/LIMITS: Northlake Boulevard and Military Trail Intersection Improvements (CEI)

PROJECT NUMBER: 2013519

CONSULTANT/CONTRACTOR NAME: Johnson, Mirmiran & Thompson, Inc.

PLEASE PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR.

Consultant to provide Construction Engineering and Inspection (CEI) services for the Northlake Boulevard and Military Trail Intersection Improvements project. These CEI services are required for contract administration, inspection and materials sampling and testing for the construction project. The consultant will administer, monitor and inspect the construction contract such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the construction contract. Observe the contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the contractor to correct such observed discrepancies. Inform the construction project manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the contractor and the corrective action that has been directed to be performed by the contractor. Inform the construction project manager of any design defects, reported by the contractor or observed by the consultant. Other duties include: on-site inspection; perform sampling and testing of component materials and completed work items for verification and acceptance; geotechnical services.

AUTHORIZATION AMOUNT: ~~\$186,657.68~~

Basic Services (Lump Sum)	<u>\$176,657.68</u>	(CEI Services, Administration, Inspection).
Reimbursable Expenses (Not to Exceed)	<u>\$ 10,000.00</u>	(Geotechnical Services).
Total:	<u>\$186,657.68</u>	

ESTIMATED ADDITIONAL PROJECT SUPPORT COSTS RELATED TO THIS AGREEMENT:

STAFF COSTS (BY DIVISION)

ROADWAY PRODUCTION	<u>\$0.00</u>
RIGHT OF WAY	<u>\$0.00</u>
ENGINEERING SERVICES	<u>\$0.00</u>
TRAFFIC	<u>\$0.00</u>

DESIRED CONTINGENCY AMOUNT: \$ _____ OR PERCENTAGE: _____ %

BUDGET ACCOUNT NUMBER (IF KNOWN): ~~PLEASE PROVIDE~~

FUND	DEPT	UNIT	OBJECT
------	------	------	--------

BAS REQUESTED BY: David Young / JaeAnn Dean / Roadway Production Division

AWARD TO BE APPROVED BY: County Engineer

ANTICIPATED DATE OF APPROVAL: Upon Receipt of BAS



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 5/31/2017

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 11311 McCormick Road, Ste 450 Hunt Valley MD 21031-8622	CONTACT NAME: PHONE (A/C. No. Ext): 443-798-7499 FAX (A/C. No.): 443-798-7290 E-MAIL ADDRESS: BW2.BSD.Certs@ajg.com																					
INSURED 37715 Johnson, Mirmiran & Thompson, Inc. 40 Wight Avenue Hunt Valley, MD 21030	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td colspan="2">INSURER B : Continental Casualty Ins Co</td> <td style="text-align: center;">20443</td> </tr> <tr> <td colspan="2">INSURER C :</td> <td></td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Zurich American Insurance Company		16535	INSURER B : Continental Casualty Ins Co		20443	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER: 841864064

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 0171374-02	9/1/2016	9/1/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 0171375-02	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	6011444526	9/1/2016	9/1/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> 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/A	WC 0171378-03	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: All projects in Palm Beach County

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents and Florida Department of Transportation are included as additional insured with respect to the general liability and Umbrella Liability policies as required by written contract.

CERTIFICATE HOLDER
CANCELLATION

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

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO0171374-02	09-01-2016	09-01-2017				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations.
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of this policy remain unchanged.

JOHNMIR-02

CSINKS



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 05/26/2017

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

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PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Johnson, Mirmiran & Thompson, Inc. 40 Wight Avenue Hunt Valley, MD 21030	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Lexington Insurance Company A, XV</td> <td style="width: 20%;">NAIC # 19437</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Lexington Insurance Company A, XV	NAIC # 19437	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :													

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			020720868	12/01/2016	12/01/2017	Per Claim/Aggregate 10,000,000

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

RE: NorthLake Boulevard

Professional Liability Retroactive Date: 01/01/1971 - For all projects with Palm Beach County

CERTIFICATE HOLDER
 Palm Beach County
 c/o Insurance Tracking Services, Inc. (ITS)
 PO Box 20270
 Long Beach, CA 90801
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE