

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

F:\ROADWAY\CCNA\ANNUALS\TESTING\2019\Master AIS for Contract Renewal RADISE TCI TSF Wood Rev5.docx

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
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
Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

** Fiscal impact is indeterminable at this time. These firms are authorized to provide services on a task order basis. Funding will be established by project as necessary.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

 7/16/19
OFMB 7/18

 7/23/19
Contract Dev. and Control 7/23/19 TW

B. Approved as to Form and Legal Sufficiency:

 7/28/19
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification: (Continued from page 1)

In accordance with the Board of County Commissioners (BCC) adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, RADISE, TCI, TSF and Wood were selected to provide professional services required for construction materials testing, geotechnical engineering & inspection throughout the County. It is the consensus of the user departments that RADISE, TCI, TSF and Wood are needed to provide professional services for up-coming County construction materials testing, geotechnical engineering & inspection projects.

These second and third amendments to the contracts have been reviewed with RADISE, TCI, TSF and Wood, and the Engineering Department recommends BCC approval to maintain continuity of these professional services required by the County for an additional year.

Attachment
1

**THIRD AMENDMENT TO THE
ANNUAL CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL
ENGINEERING & INSPECTION
CONTRACT NO. R2017-1659
DATED NOVEMBER 7, 2017, BY AND BETWEEN
RADISE INTERNATIONAL, L.C.,
AND PALM BEACH COUNTY**

This THIRD AMENDMENT to the Annual Construction Materials Testing, Geotechnical Engineering & Inspection Annual Engineering Services Contract dated November 7, 2017, (R2017-1659), hereinafter "CONTRACT," is entered into on the date written below, by and between RADISE International, L.C., hereinafter "ANNUAL CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY," (individually "Party" and collectively "Parties").

W I T N E S S E T H

WHEREAS, on November 7, 2017, the ANNUAL CONSULTANT and COUNTY entered into a twelve month CONTRACT; and

WHEREAS, by the First Amendment (R2018-0813), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT and to add Section 22 – Additional Reporting; and

WHEREAS, by the Second Amendment (R2018-1324), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT to extend the expiration date of the CONTRACT from November 6, 2018 to November 6, 2019; and

WHEREAS, the CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, by this Third Amendment, the ANNUAL CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms and modify the Fee Schedule of the CONTRACT to the revised Fee Schedule provided by the ANNUAL CONSULTANT dated May 16, 2019, and attached hereto as **Exhibit B3**; and

WHEREAS, by this Third Amendment, the ANNUAL CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT, as provided herein; and

WHEREAS, this is the second of two allowable one (1) year term CONTRACT extensions per section 4.1.; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT, between the ANNUAL CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from November 6, 2019 to November 6, 2020.
3. The Fee Schedule in the CONTRACT is hereby deleted in its entirety and replaced with the revised Fee Schedule provided by the ANNUAL CONSULTANT dated May 16, 2019, and attached hereto as **Exhibit B3**.
4. Section 7.1 – **Termination** is hereby deleted in its entirety and replaced with the following:

7.1 Termination

This CONTRACT may be terminated by the ANNUAL CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this CONTRACT through no fault of the ANNUAL CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ANNUAL CONSULTANT or without cause upon ten (10) business days written notice to the ANNUAL CONSULTANT. Unless the ANNUAL CONSULTANT is in breach of this CONTRACT, the ANNUAL CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the ANNUAL CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
 - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 - D. Continue and complete all parts of the work that have not been terminated.
5. Section 7.13 **Access and Audits** is hereby deleted in its entirety and replaced with the following:

7.13 Access and Audits

The ANNUAL CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this CONTRACT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ANNUAL CONSULTANT'S place of business.

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

agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

6. **Section 9 – Criminal History Records Check** is hereby deleted in its entirety and replaced with the following:

Section 9 – Criminal History Records Check

The ANNUAL CONSULTANT, ANNUAL CONSULTANT’S employees, subcontractors of ANNUAL CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolution R-2003-1274, as amended. The ANNUAL CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ANNUAL CONSULTANT acknowledges that its CONTRACT price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This CONTRACT may include sites and/or buildings which have been designated as either critical facilities or criminal justice information facilities pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ANNUAL CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ANNUAL CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors’ employees upon conclusion of the CONTRACT and return them to the COUNTY. If the ANNUAL CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the ANNUAL CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the ANNUAL CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ANNUAL CONSULTANT if the ANNUAL CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated ANNUAL CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

7. **Section 12 – NonDiscrimination** is hereby deleted in its entirety and replaced with the following:

Section 12 – Non-discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ANNUAL CONSULTANT warrants and represents that

throughout the term of the CONTRACT, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the CONTRACT.

As a condition of entering into this CONTRACT, the ANNUAL CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ANNUAL CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ANNUAL CONSULTANT retaliate against any person for reporting instances of such discrimination. The ANNUAL CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The ANNUAL CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this CONTRACT and may result in termination of this CONTRACT, disqualification or debarment of the company from participating in COUNTY CONTRACTS, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

ANNUAL CONSULTANT shall include this language in its subcontracts.

8. **Section 20 – Scrutinized Companies** is hereby deleted in its entirety and replaced with the following:

Section 20 – Scrutinized Companies

As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

When CONTRACT value is greater than \$1 million: As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

9. **Section 23 – VSS Registration Required** is hereby added to the CONTRACT.

Section 23 – VSS Registration Required

In order to do business with Palm Beach County, ANNUAL CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ANNUAL CONSULTANT intends to use sub-consultants, ANNUAL CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a CONTRACT award until the COUNTY has verified that the ANNUAL CONSULTANT and all of its sub-consultants are registered in VSS.

10. It is the intent of the Parties hereto that this Third Amendment shall not become binding until the date executed by the COUNTY.
11. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on June 5, 2018 (R2018-0813) and September 18, 2018 (R2018-1324), shall remain in full force and effect.

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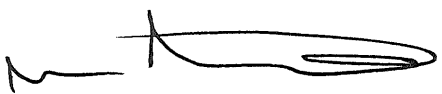
IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the CONTRACT (R2017-1659) to be executed and sealed this _____ day of _____, 2019.

OWNER:

Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

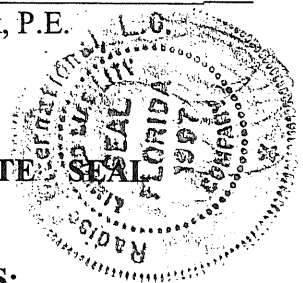
ANNUAL CONSULTANT:
RADISE International, L.C.

BY: _____
Mack Bernard, Mayor

BY:  _____
Gregory J. Stelmack, P.E.
Vice President

S E A L

CORPORATE SEAL




ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:

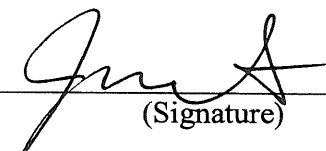
BY: Deborah Bestor
(Print Name)

BY: _____
(Print Name)

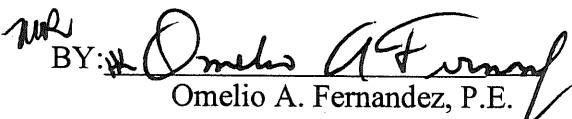
 _____
(Signature)

(Signature)

BY: Jenny Cadet
(Print Name)

 _____
(Signature)

**APPROVED AS TO TERMS
AND CONDITIONS:**


BY: Omelio A. Fernandez
Omelio A. Fernandez, P.E.
Director of Roadway Production

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney



May 16, 2019

SCOPE OF WORK

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 November 7, 2019 to November 6, 2020

Rates OK
AK

I. SOIL TESTING

1.	Field Density Test (five [5] minimum)	\$30.00/test
2.	Proctors	\$108.00/test
3.	Florida Bearing Value Test.....	\$36.00/test
4.	Limerock Bearing Ratio Test.....	\$300.00/test
5.	Atterberg Limit.....	\$88.00/test
6.	Carbonate Content Test.....	\$75.00/test
7.	Organic Content Test.....	\$46.00/test
8.	D.O.T. Corrosivity	\$185.00/test
9.	Soil Observation (On Site)	\$59.75/hr.
10.	Natural Sample Moisture Content	\$15.00/test
11.	Unit Weight and Moisture Content (Undisturbed Sample)	\$36.00/test

II. CONCRETE & MASONRY MATERIALS

1.	Concrete Compression test (Min four [4] cylinders per trip) -Prepare cylinders & slump test on site, deliver to lab, and break	\$154.00/set
2.	Additional Concrete cylinders	\$17.50/cyl.
3.	Concrete Compression test only [delivered to lab]	\$16.50/cyl.
4.	Slump test.....	\$12.40/test
5.	Air Content Test.....	\$20.00/test
6.	Stand-by.....	\$65.00/hr.
7.	Grout Prism (Six [6] per set) - Includes preparation of Prism on site	\$100.00/set
8.	2" x 2" Mortar Cubes (Six [6] per set) -Includes preparation of Cubes on site	\$100.00/set
9.	Additional Mortar cubes	\$16.00/ea.
10.	Masonry Units A. Compressive Strength	\$78.00/unit
	B. Absorption	\$52.00/unit
11.	Concrete Cores (Min. 3); - Secure, trim & test.....	\$92.00/core
	- Testing of core [delivered to lab (Incl. Trim)]	\$41.00/core
12.	Swiss Hammer Testing.....	\$58.00/hour
13.	Windsor Probe Test (Min. 3 shots)	\$175.00/test
14.	Additional Windsor Probe Tests	\$115.00/test

III. AGGREGATE TESTING

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

**IV. ASPHALT TESTING**

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

V. INSPECTION SERVICES

1.	Concrete Inspection (on job-site or plant)	\$58.00/hour
2.	Pile Driving Inspection.....	\$70.00/hour
3.	Pre-Stress Yard Inspection	\$78.00/hour
4.	Steel Inspection	\$78.00/hour
5.	Threshold Inspection	\$105.00/hour
6.	Asphalt Inspection (Plant or Roadway).....	\$78.00/hour
7.	PDA (Pile Dynamic Testing Services).....	\$2000.00/test
8.	Helical Pile Inspection.....	\$78.00/hour
9.	Drilled Shaft Logging / Inspection Services.....	\$78/hour

VI. FIELD EXPLORATIONS

1.	Auger Borings	\$13.00/LF
2.	Hand Augers	\$15.00/LF
3.	Standard Penetration Tests - Truck Rig (0' - 50')	\$15.00/LF
	(51' - 100')	\$18.00/LF
4.	Grout bore holes - 0' - 50'	\$4.38/LF
	51' - 100'	\$5.40/LF
5.	Casing - 0' - 50'	\$6.70/LF
	51' - 100'	\$7.75/LF
6.	Static Cone Penetration Test (0' -100').....	\$13.90/LF
7.	Muck Probing (2 man crew - 4 hr. min.).....	\$130.00/hour
8.	Mobilization of drilling equipment to project (Min. Charge):	
1.	50-mile travel.....	\$360.00/trip
2.	100-mile travel.....	\$412.00/trip

VII. MISCELLANEOUS SERVICES

1.	Foundation Analysis and Recommendations.....	TBN/Staff Hours
2.	Percolation test	\$300.00/test
3.	Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards & Details)	\$35.00/LF
4.	Plug & Abandon Monitoring Well, 25' Depth.....	\$145.00/hour

VIII. ENGINEERING AND PROFESSIONAL SERVICES

1.	Principal Engineer (If Needed / At Option of PBC)	\$185.00/hour
2.	Senior Geotechnical Engineer.....	\$155.00/hour
3.	Engineer, P.E.	\$135.00/hour
4.	Staff Engineer	\$105.00/hour
5.	Senior Engineering Technician.....	\$72.00/hour
6.	Engineering Technician	\$59.75/hour
7.	Drafter / CADD	\$68.00/hour

✓ 3.0 Multiplier



CERTIFICATE OF LIABILITY INSURANCE

RADIINT-01 DPALLERO
DATE (MM/DD/YYYY)
05/01/2019

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

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

PRODUCER Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Dianthe Charron PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 427-6730 E-MAIL ADDRESS: dcharron@callc.com																					
INSURED RADISE International, L.C. 4152 W Blue Heron Boulevard Suite 1114 Riviera Beach, FL 33404	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Charter Oak Fire Ins Co</td><td>25615</td></tr><tr><td>INSURER B :</td><td>Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C :</td><td>Travelers Property & Casualty Co. of America</td><td>25674</td></tr><tr><td>INSURER D :</td><td>Travelers Casualty and Surety Company of America</td><td>31194</td></tr><tr><td>INSURER E :</td><td>Crum & Forster</td><td>21105</td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Charter Oak Fire Ins Co	25615	INSURER B :	Travelers Indemnity Company	25658	INSURER C :	Travelers Property & Casualty Co. of America	25674	INSURER D :	Travelers Casualty and Surety Company of America	31194	INSURER E :	Crum & Forster	21105	INSURER F :		
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INSURER F :																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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: Capped \$4m Aggregate			6607K157015	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8108M322782	03/22/2019	03/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7K16875A	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB6K967849	03/22/2019	03/22/2020	<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
E	Professional Liabili			PKC108467	03/22/2019	03/22/2020	Claims Made \$ 2,000,000
E	Pollution Liab			PKC108467	03/22/2019	03/22/2020	Policy Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Construction Materials Testing, Geotechnical Engineering & Inspection Annual Services Contract on A Work Task Order Basis
Certificate holder is added as an additional insured including products and completed operations for general liability per CGD414, and auto liability when required by written contract. Per project aggregate applies when required by written contract. General Liability and auto liability are primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, auto liability, and workers compensation for the certificate holders when required by written contract. Umbrella extends over general liability, auto liability, and employer's liability. Cancellation applies as per policy terms, conditions and exclusions.

CERTIFICATE HOLDER Palm Beach County c/o JDi Data Corporation 100 W Cypress Creek Rd, Suite 1052 Fort Lauderdale, FL 33309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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March 25, 2019

RADISE International, L.C.
4152 West Blue Heron Blvd, Suite 1114
Riviera Beach, FL 33404

Authorization to Enter into Contracts:

The below listed RADISE employees are authorized to enter into contracts for the following limits.

Up to \$1,000,000

Panneer Shanmugam, PE
President

Up to \$100,000

Gregory J. Stelmack, P.E.
Vice President of Operations

Andrew Nixon, P.E.
Operations Manager

Dave Schobelock, PMP
Vice President – Project Delivery

Authorized by:

Kumar A. Allady, P.E.
CEO and Owner
RADISE International, L.C.

Attachment
2

**THIRD AMENDMENT TO THE
ANNUAL CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL
ENGINEERING & INSPECTION
CONTRACT NO. R2017-1660
DATED NOVEMBER 7, 2017, BY AND BETWEEN
TERRACON CONSULTANTS, INC.,
AND PALM BEACH COUNTY**

This THIRD AMENDMENT to the Annual Construction Materials Testing, Geotechnical Engineering & Inspection Annual Engineering Services Contract dated November 7, 2017, (R2017-1660), hereinafter "CONTRACT," is entered into on the date written below, by and between Terracon Consultants, Inc., hereinafter "ANNUAL CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY," (individually "Party" and collectively "Parties").

W I T N E S S E T H

WHEREAS, on November 7, 2017, the ANNUAL CONSULTANT and COUNTY entered into a twelve month CONTRACT; and

WHEREAS, by the First Amendment (R2018-0814), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT and to add Section 22 – Additional Reporting; and

WHEREAS, by the Second Amendment (R2018-1325), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT to extend the expiration date of the CONTRACT from November 6, 2018 to November 6, 2019; and modify the Fee Schedule; and

WHEREAS, the CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, by this Third Amendment, the ANNUAL CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT, as provided herein; and

WHEREAS, this is the second of two allowable one (1) year term CONTRACT extensions per section 4.1.; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

1. The above recitations are true and correct and incorporated herein.

2. The CONTRACT, between the ANNUAL CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from November 6, 2019 to November 6, 2020.
3. Section 7.1 – **Termination** is hereby deleted in its entirety and replaced with the following:

7.1 Termination

This CONTRACT may be terminated by the ANNUAL CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this CONTRACT through no fault of the ANNUAL CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ANNUAL CONSULTANT or without cause upon ten (10) business days written notice to the ANNUAL CONSULTANT. Unless the ANNUAL CONSULTANT is in breach of this CONTRACT, the ANNUAL CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the ANNUAL CONSULTANT shall:

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

4. Section 7.13 **Access and Audits** is hereby deleted in its entirety and replaced with the following:

7.13 Access and Audits

The ANNUAL CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this CONTRACT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ANNUAL CONSULTANT'S place of business.

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

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

5. **Section 9 – Criminal History Records Check** is hereby deleted in its entirety and replaced with the following:

Section 9 – Criminal History Records Check

The ANNUAL CONSULTANT, ANNUAL CONSULTANT'S employees, subcontractors of ANNUAL CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolution R-2003-1274, as amended. The ANNUAL CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ANNUAL CONSULTANT acknowledges that its CONTRACT price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This CONTRACT may include sites and/or buildings which have been designated as either critical facilities or criminal justice information facilities pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ANNUAL CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ANNUAL CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the CONTRACT and return them to the COUNTY. If the ANNUAL CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the ANNUAL CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the ANNUAL CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ANNUAL CONSULTANT if the ANNUAL CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated ANNUAL CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

6. **Section 12 – NonDiscrimination** is hereby deleted in its entirety and replaced with the following:

Section 12 – Non-discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ANNUAL CONSULTANT warrants and represents that throughout the term of the CONTRACT, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the CONTRACT.

As a condition of entering into this CONTRACT, the ANNUAL CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy

as described in Resolution 2017-1770, as amended. As part of such compliance, the ANNUAL CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ANNUAL CONSULTANT retaliate against any person for reporting instances of such discrimination. The ANNUAL CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The ANNUAL CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this CONTRACT and may result in termination of this CONTRACT, disqualification or debarment of the company from participating in COUNTY CONTRACTS, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
ANNUAL CONSULTANT shall include this language in its subcontracts.

7. **Section 20 – Scrutinized Companies** is hereby deleted in its entirety and replaced with the following:

Section 20 – Scrutinized Companies

As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

When CONTRACT value is greater than \$1 million: As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

8. **Section 23 – VSS Registration Required** is hereby added to the CONTRACT.

Section 23 – VSS Registration Required

In order to do business with Palm Beach County, ANNUAL CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ANNUAL

CONSULTANT intends to use sub-consultants, ANNUAL CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a CONTRACT award until the COUNTY has verified that the ANNUAL CONSULTANT and all of its sub-consultants are registered in VSS.

9. It is the intent of the Parties hereto that this Third Amendment shall not become binding until the date executed by the COUNTY.
10. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on June 5, 2018 (R2018-0814) and September 18, 2018 (R2018-1325), shall remain in full force and effect.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the CONTRACT (R2017-1660) to be executed and sealed this _____ day of _____, 2019.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

ANNUAL CONSULTANT:
Terracon Consultants, Inc.

BY: _____
Mack Bernard, Mayor

BY: _____
Michael J. Yost, Corporate Secretary

S E A L

CORPORATE SEAL



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

ATTEST WITNESS:

BY: Patrick L. Courtney
(Print Name)

BY: _____
(Print Name)

(Signature)

(Signature)

BY: Cindy J. Cornell
(Print Name)

(Signature)

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: Omelio A. Fernandez
Omelio A. Fernandez, P.E.
Director of Roadway Production

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020 5/2/2019

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Lexington Insurance Company	
	INSURER B : Travelers Property Casualty Co of America	
	INSURER C : The Travelers Indemnity Company	
INSURED 1367976 TERRACON CONSULTANTS, INC. 1225 OMAR ROAD WEST PALM BEACH FL 33405	NAIC #	
	19437	
	25674	
	25658	

COVERAGES TERCO01 CERTIFICATE NUMBER: 12404216 REVISION NUMBER: XXXXXXXX

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	
B	X	COMMERCIAL GENERAL LIABILITY		N	N	TC2J-GLSA-1118L293	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE	X OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000					
	X	CONTRACTUAL LIAB		MED EXP (Any one person)	\$ 25,000					
	X	XCU COVERAGE		PERSONAL & ADV INJURY	\$ 1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$ 2,000,000					
		POLICY	PRO-JECT	LOC	PRODUCTS - COMP/OP AGG				\$ 2,000,000	
	OTHER:								\$	
B B	AUTOMOBILE LIABILITY			N	N	TC2J-CAP-131J3858 TJBAP131J3895	1/1/2019 1/1/2019	1/1/2020 1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	X	ANY AUTO		BODILY INJURY (Per person)	\$ XXXXXXXX					
		OWNED AUTOS ONLY	SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$ XXXXXXXX					
		HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX					
					\$ XXXXXXXX					
B B	X	UMBRELLA LIAB		X	OCCUR	ZUP-91M46583 (EXCLUDES PROF. LIAB.)	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 5,000,000
		EXCESS LIAB			CLAIMS-MADE				AGGREGATE	\$ 5,000,000
		DED		RETENTION \$					\$ XXXXXXXX	
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N	N	UB-2L010337-19-51-K (AOS) UB1L5546071951R (AZ,MA,WI)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)			N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	PROFESSIONAL LIABILITY			N	N	26030216	1/1/2019	1/1/2020	\$2,000,000 EACH CLAIM & \$3,000,000 IN THE ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Re: Construction Materials Testing, Geotechnical Engineering & Inspection Annual Services Agreement on a Task Order Basis; For All Projects With Palm Beach County. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees & Agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Professional Liability Retroactive Date: Full Prior Acts.

CERTIFICATE HOLDER	CANCELLATION
12404216 PALM BEACH COUNTY C/O JDI DATA CORPORATION 100 W CYPRESS CREEK RD, SUITE 1052 FT LAUDERDALE FL 33309	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

Attachment
3

**THIRD AMENDMENT TO THE
ANNUAL CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL
ENGINEERING & INSPECTION
CONTRACT NO. R2017-1661
DATED NOVEMBER 7, 2017, BY AND BETWEEN
TIERRA SOUTH FLORIDA, INC.,
AND PALM BEACH COUNTY**

This THIRD AMENDMENT to the Annual Construction Materials Testing, Geotechnical Engineering & Inspection Annual Engineering Services Contract dated November 7, 2017, (R2017-1661), hereinafter "CONTRACT," is entered into on the date written below, by and between Tierra South Florida, Inc., hereinafter "ANNUAL CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY," (individually "Party" and collectively "Parties").

W I T N E S S E T H

WHEREAS, on November 7, 2017, the ANNUAL CONSULTANT and COUNTY entered into a twelve month CONTRACT; and

WHEREAS, by the First Amendment (R2018-0815), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT and to add Section 22 – Additional Reporting; and

WHEREAS, by the Second Amendment (R2018-1326), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT to extend the expiration date of the CONTRACT from November 6, 2018 to November 6, 2019; and

WHEREAS, the CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, by this Third Amendment, the ANNUAL CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT, as provided herein; and

WHEREAS, this is the second of two allowable one (1) year term CONTRACT extensions per section 4.1.; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

1. The above recitations are true and correct and incorporated herein.

2. The CONTRACT, between the ANNUAL CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from November 6, 2019 to November 6, 2020.
3. Section 7.1 – **Termination** is hereby deleted in its entirety and replaced with the following:

7.1 Termination

This CONTRACT may be terminated by the ANNUAL CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this CONTRACT through no fault of the ANNUAL CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ANNUAL CONSULTANT or without cause upon ten (10) business days written notice to the ANNUAL CONSULTANT. Unless the ANNUAL CONSULTANT is in breach of this CONTRACT, the ANNUAL CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the ANNUAL CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
 - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 - D. Continue and complete all parts of the work that have not been terminated.
4. Section 7.13 **Access and Audits** is hereby deleted in its entirety and replaced with the following:

7.13 Access and Audits

The ANNUAL CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this CONTRACT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ANNUAL CONSULTANT'S place of business.

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

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

5. **Section 9 – Criminal History Records Check** is hereby deleted in its entirety and replaced with the following:

Section 9 – Criminal History Records Check

The ANNUAL CONSULTANT, ANNUAL CONSULTANT'S employees, subcontractors of ANNUAL CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolution R-2003-1274, as amended. The ANNUAL CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ANNUAL CONSULTANT acknowledges that its CONTRACT price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This CONTRACT may include sites and/or buildings which have been designated as either critical facilities or criminal justice information facilities pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ANNUAL CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ANNUAL CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the CONTRACT and return them to the COUNTY. If the ANNUAL CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the ANNUAL CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the ANNUAL CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ANNUAL CONSULTANT if the ANNUAL CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated ANNUAL CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

6. **Section 12 – NonDiscrimination** is hereby deleted in its entirety and replaced with the following:

Section 12 – Non-discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ANNUAL CONSULTANT warrants and represents that throughout the term of the CONTRACT, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the CONTRACT.

As a condition of entering into this CONTRACT, the ANNUAL CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy

as described in Resolution 2017-1770, as amended. As part of such compliance, the ANNUAL CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ANNUAL CONSULTANT retaliate against any person for reporting instances of such discrimination. The ANNUAL CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The ANNUAL CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this CONTRACT and may result in termination of this CONTRACT, disqualification or debarment of the company from participating in COUNTY CONTRACTS, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
ANNUAL CONSULTANT shall include this language in its subcontracts.

7. **Section 20 – Scrutinized Companies** is hereby deleted in its entirety and replaced with the following:

Section 20 – Scrutinized Companies

As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

When CONTRACT value is greater than \$1 million: As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

8. **Section 23 – VSS Registration Required** is hereby added to the CONTRACT.

Section 23 – VSS Registration Required

In order to do business with Palm Beach County, ANNUAL CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ANNUAL

CONSULTANT intends to use sub-consultants, ANNUAL CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a CONTRACT award until the COUNTY has verified that the ANNUAL CONSULTANT and all of its sub-consultants are registered in VSS.

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10. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on June 5, 2018 (R2018-0815) and September 18, 2018 (R2018-1326), shall remain in full force and effect.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the CONTRACT (R2017-1661) to be executed and sealed this _____ day of _____, 2019.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

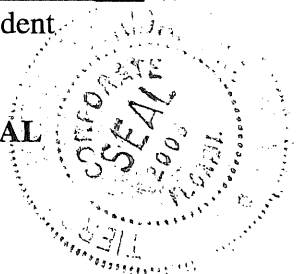
ANNUAL CONSULTANT:
Tierra South Florida, Inc.

BY: _____
Mack Bernard, Mayor

BY: _____
Raj Krishnasamy, P.E., President

S E A L

CORPORATE SEAL



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

ATTEST WITNESS:

BY: Bonni Funt, Business Development
(Print Name)

BY: _____
(Print Name)

(Signature)

(Signature)

BY: Kumar Vedula, PE, Principal Engineer
(Print Name)

(Signature)

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: Omelio A. Fernandez
Omelio A. Fernandez, P.E.
Director of Roadway Production

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney



TIERSOU-01

JTORREZ

DATE (MM/DD/YYYY)
5/22/2019

CERTIFICATE OF LIABILITY INSURANCE

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
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

NAIC #

INSURER A : National Union Fire Insurance Company19445

INSURER B : National Union Fire Ins. Co. of Pittsburgh, PA A (XV)19445

INSURER C : Continental Insurance Company A(XV)35289

INSURER D : Continental Casualty Company (CNA) A, XV20443

INSURER E :

INSURER F :

INSURED

Tierra South Florida, Inc
2765 Vista Parkway, H7-H10
West Palm Beach, FL 33411

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div><div><div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div><div><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div></div></div></div></div></div>	X		9925653	6/1/2019	6/1/2020	<div>EACH OCCURRENCE\$1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence)\$500,000</div> <div>MED EXP (Any one person)\$25,000</div> <div>PERSONAL & ADV INJURY\$1,000,000</div> <div>GENERAL AGGREGATE\$2,000,000</div> <div>PRODUCTS - COMP/OP AGG\$2,000,000</div> <div>GEN'L AGGREGATE LIMIT APPLIES PER:<div><div><input checked="" type="checkbox"/> POLICY</div><div><input checked="" type="checkbox"/> PRO-JECT</div><div><input type="checkbox"/> LOC</div></div>OTHER:</div>
B	<div><div><div><div><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</div><div><div><div><div><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY</div><div><input type="checkbox"/> SCHEDULED AUTOS</div></div><div><div><div><div><input type="checkbox"/> HIRED AUTOS ONLY</div><div><input type="checkbox"/> NON-OWNED AUTOS ONLY</div></div></div></div></div></div></div></div></div>	X		4544957	6/1/2019	6/1/2020	<div>COMBINED SINGLE LIMIT (Ea accident)\$1,000,000</div> <div>BODILY INJURY (Per person)\$</div> <div>BODILY INJURY (Per accident)\$</div> <div>PROPERTY DAMAGE (Per accident)\$</div> <div></div>
C	<div><div><div><div><input checked="" type="checkbox"/> UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> OCCUR</div></div><div><div><div><div><input type="checkbox"/> EXCESS LIAB</div><div><input type="checkbox"/> CLAIMS-MADE</div></div></div></div></div></div>	X		6072223686	6/1/2019	6/1/2020	<div>EACH OCCURRENCE\$5,000,000</div> <div>AGGREGATE\$5,000,000</div> <div>DED<input checked="" type="checkbox"/> RETENTION\$10,000</div>
B	<div><div><div><div><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div><div><div><div><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div><div><div><div><div><input checked="" type="checkbox"/> Y</div><div><input type="checkbox"/> N</div></div></div></div></div></div></div></div></div></div></div>		N/A	039326871	6/1/2019	6/1/2020	<div><div><div><div><input checked="" type="checkbox"/> PER STATUTE</div><div><input type="checkbox"/> OTH-ER</div></div></div></div>
D	Professional			MCH591879490	6/1/2019	6/1/2020	Per Claim1,000,000
D	Liability			MCH591879490	6/1/2019	6/1/2020	Aggregate2,000,000

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, a Political Subdivision of the State of Florida, it's officers, employees, and agents are included as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability when required by written contract via GL Endt (HG 00 01 06 05) and Auto Endt (HA 99 16 03 12). Professional Liability coverage is written on a claims-made basis. Retroactive Date: 09/01/2008.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
c/o JDi Data Corporation
100 W Cypress Creek Rd, Suite 1052
Fort Lauderdale, FL 33309

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

ACORD 25 (2016/03)

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Page 1 of 1

Attachment
4

**SECOND AMENDMENT TO THE
ANNUAL CONSTRUCTION MATERIALS TESTING, GEOTECHNICAL
ENGINEERING & INSPECTION
CONTRACT NO. R2017-1722
DATED NOVEMBER 21, 2017, BY AND BETWEEN
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.,
AND PALM BEACH COUNTY**

This SECOND AMENDMENT to the Annual Construction Materials Testing, Geotechnical Engineering & Inspection Annual Engineering Services Contract dated November 21, 2017, (R2017-1722), hereinafter "CONTRACT," is entered into on the date written below, by and between Wood Environment & Infrastructure Solutions, Inc., hereinafter "ANNUAL CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY," (individually "Party" and collectively "Parties").

W I T N E S S E T H

WHEREAS, on November 21, 2017, the ANNUAL CONSULTANT and COUNTY entered into a twelve month CONTRACT; and

WHEREAS, by the First Amendment (R2018-1731), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT to extend the expiration date of the CONTRACT from November 20, 2018 to November 20, 2019 and to add Section 22 – Additional Reporting; and

WHEREAS, the CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

WHEREAS, by this Second Amendment, the ANNUAL CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms and modify the Fee Schedule of the CONTRACT to the revised Fee Schedule provided by the ANNUAL CONSULTANT dated May 21, 2019, and attached hereto as **Exhibit B2**; and

WHEREAS, by this Second Amendment, the ANNUAL CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT, as provided herein; and

WHEREAS, this is the second of two allowable one (1) year term CONTRACT extensions per section 4.1; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT, between the ANNUAL CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from November 20, 2019 to November 20, 2020.
3. The Fee Schedule in the CONTRACT is hereby deleted in its entirety and replaced with the revised Fee Schedule provided by the ANNUAL CONSULTANT dated May 21, 2019, and attached hereto as **Exhibit B2**.
4. Section 7.1 – **Termination** is hereby deleted in its entirety and replaced with the following:

7.1 Termination

This CONTRACT may be terminated by the ANNUAL CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this CONTRACT through no fault of the ANNUAL CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ANNUAL CONSULTANT or without cause upon ten (10) business days written notice to the ANNUAL CONSULTANT. Unless the ANNUAL CONSULTANT is in breach of this CONTRACT, the ANNUAL CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the ANNUAL CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
 - B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 - D. Continue and complete all parts of the work that have not been terminated.
5. Section 7.13 **Access and Audits** is hereby deleted in its entirety and replaced with the following:

7.13 Access and Audits

The ANNUAL CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this CONTRACT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ANNUAL CONSULTANT'S place of business.

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

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

6. **Section 9 – Criminal History Records Check** is hereby deleted in its entirety and replaced with the following:

Section 9 – Criminal History Records Check

The ANNUAL CONSULTANT, ANNUAL CONSULTANT'S employees, subcontractors of ANNUAL CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolution R-2003-1274, as amended. The ANNUAL CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ANNUAL CONSULTANT acknowledges that its CONTRACT price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This CONTRACT may include sites and/or buildings which have been designated as either critical facilities or criminal justice information facilities pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ANNUAL CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ANNUAL CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the CONTRACT and return them to the COUNTY. If the ANNUAL CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the ANNUAL CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the ANNUAL CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ANNUAL CONSULTANT if the ANNUAL CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated ANNUAL CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

7. **Section 12 – NonDiscrimination** is hereby deleted in its entirety and replaced with the following:

Section 12 – Non-discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ANNUAL CONSULTANT warrants and represents that throughout the term of the CONTRACT, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the CONTRACT.

As a condition of entering into this CONTRACT, the ANNUAL CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ANNUAL CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ANNUAL CONSULTANT retaliate against any person for reporting instances of such discrimination. The ANNUAL CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The ANNUAL CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this CONTRACT and may result in termination of this CONTRACT, disqualification or debarment of the company from participating in COUNTY CONTRACTS, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

ANNUAL CONSULTANT shall include this language in its subcontracts.

8. **Section 20 – Scrutinized Companies** is hereby deleted in its entirety and replaced with the following:

Section 20 – Scrutinized Companies

As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

When CONTRACT value is greater than \$1 million: As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

9. **Section 23 – VSS Registration Required** is hereby added to the CONTRACT.

Section 23 – VSS Registration Required

In order to do business with Palm Beach County, ANNUAL CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ANNUAL CONSULTANT intends to use sub-consultants, ANNUAL CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a CONTRACT award until the COUNTY has verified that the ANNUAL CONSULTANT and all of its sub-consultants are registered in VSS.

10. It is the intent of the Parties hereto that this Second Amendment shall not become binding until the date executed by the COUNTY.
11. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on November 20, 2018 (R2018-1731), shall remain in full force and effect.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the CONTRACT (R2017-1722) to be executed and sealed this _____ day of _____, 2019.

OWNER:

Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Mack Bernard, Mayor

S E A L

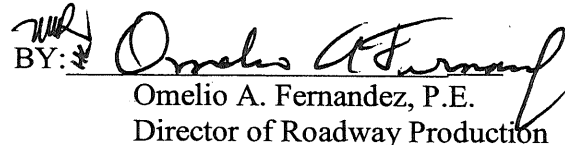
ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
(Print Name)

(Signature)

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: 
Omelio A. Fernandez, P.E.
Director of Roadway Production

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

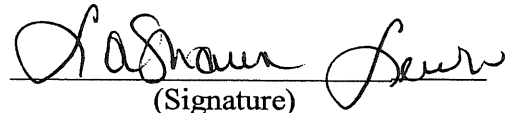
BY: _____
Yelizaveta B. Herman,
Assistant County Attorney

ANNUAL CONSULTANT:
Wood Environment & Infrastructure
Solutions, Inc.

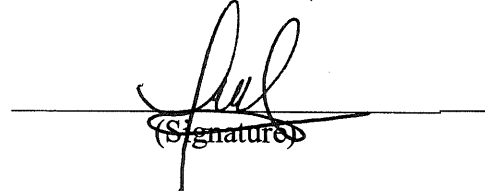
BY: 
Bradley J. Knight, Chief Counsel
& Secretary

ATTEST WITNESS:

BY: 
(Print Name)


(Signature)

BY: Jessica M. Guevara
(Print Name)


(Signature)



May 22, 2019

Rates OK

Scope of Work

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 of November 21, 2019 to November 20, 2020

I.SOIL TESTING

1. Field Density Test (five [5] minimum)	per test	\$	30.90
2. Proctors	per test	\$	108.15
3. Florida Bearing Value Test	per test	\$	37.08
4. Limerock Bearing Ratio	per test	\$	309.00
5. Atterberg Limit	per test	\$	90.64
6. Carbonate Content Test	per test	\$	77.25
7. Organic Content Test	per test	\$	46.35
8. D.O.T Corrosivity	per test	\$	190.55
9. Soil Observation (On Site)	per hour	\$	59.74
10. Natural Sample Moisture Content	per test	\$	15.45
11. Unit Wiegth and Moisture Content (Undisturbed Sample)	per test	\$	37.08

II.CONCRETE & MASONRY MATERIALS

1. Concrete Compression test (Min four [4] cylinders per trip) (Prepare cylinders & slump test on site, and deliver to lab)	per set	\$	154.50
2. Additional Concrete cylinders	per cyl.	\$	18.54
3. Concrete Compression test Only [delivered to the lab]	per cyl.	\$	18.54
4. Slump Test	per test	\$	15.45
5. Air Content Test	per test	\$	20.60
6. Technician Stand-by	per hour	\$	66.95
7. Grout Prism (Six per set) Includes	per set	\$	103.00
8. 2" x 2" Mortar Cubes (Six [6] per set) Includes preparation of Cubes on site	per set	\$	103.00
9. Additional Mortar cubes	each	\$	16.48
10. Masonry Unit A. Compressive Strength B. Absorption	per unit per unit	\$ \$	80.34 53.56
11. Concrete Cores (Min 3) Secure, trim and test Test of core [delivered to lab, including trim]	per core per core	\$ \$	94.76 46.35
12. Swiss Hammer Testing	per hour	\$	76.22

Exhibit B2 - Page 2 of 3

13. Windsor Probe Test (min 3 shots)	per test	\$	180.25
14. Additional Windsor Probe Test	per test	\$	118.45

III.AGGREGATE TESTING

1. Grain size determination			
A. Full grain size (8 sieves)	per test	\$	87.55
B. Wash Through (#200)	per test	\$	48.41
2. Sieve Analysis - Coarse aggregate	per test	\$	92.70
3. Specific Gravity and Absorption of Fine or Coarse Aggregate	per test	\$	64.89

IV.ASPHALT TESTING

1. Asphalt Cores (Obtaining core samples)	each	\$	61.80
2. Asphalt Extraction and Gradation	per test	\$	195.70
3. Asphalt Denisty and Thickness	per test	\$	36.05
4. Marshall Stability (Incl. denisty, flow and stability of 3 specimen (50))	per test	\$	121.54
5. Coring Machine plues Generator Rental	per trip	\$	412.00
6. Superpave Resolution Testing			
6A. Gyratory Compaction, bulk specific gravity	each	\$	257.50
6B. Rice Testing	each	\$	180.25

V.INSPECTION SERVICES

1. Concrete Inspection (on job-site or plant)	per hour	\$	59.74
2. Pile Driving Inspection	per hour	\$	72.10
3. Pre-stress Yard Inspection	per hour	\$	80.34
4. Steel Inspection	per hour	\$	80.34
5. Threshold Inspection	per hour	\$	108.15
6. Asphalt Inspection (Plant or Roadway)	per hour	\$	76.22
7. PDA (Pile Dynamic Testing Services)	per Test	\$	2,060.00
8. Helical Pile Inspection	per hour	\$	77.25
9. Drill Shaft Logging / Inspection Services	per hour	\$	77.25

VI.FIELD EXPLORATIONS

1. Auger Borings	per LF	\$	13.39
2. Hand Augers	per LF	\$	15.45
3. Standard Penetration Tests - Truck Rigs (0-50)			
0' - 50'	per LF	\$	15.45
51' - 100'	per LF	\$	18.54
4. Grout Boreholes			
0' - 50'	per LF	\$	4.38
51' - 100'	per LF	\$	5.41
5. Casing			
0' - 50'	per LF	\$	6.70
51' - 100'	per LF	\$	7.73
6. Static Cone Penetration Test (0'-100')	per LF	\$	13.91
7. Muck Probing (4 hr. min)	per LF	\$	133.90
8. Mobilization of Drilling equipment to project (Min Charge)			

Exhibit B2 - Page 3 of 3

1. 50 Mile Travel	per LF	\$	360.50
2. 100 Mile Travel	per LF	\$	412.00

VII.MISCELLANEOUS SERVICES

1. Foundation Analysis and Recommendation	To be Negotiated		
2. Percolation Test	per test	\$	303.85
3. Install Groundwater Monitoring Well, 25' Depth (per PBCWUD Standards and Details)	per LF	\$	36.05
4. Plug and Abandon Monitoring Well, 25' Depth	Per hour	\$	149.35

VIII. ENGINEERING AND PROFESSIONAL SERVICES

1. Principal Engineer (If Needed / At option of PBC)	per hour	\$	198.79
2. Senior Geotechnical Engineer	per hour	\$	159.65
3. Engineer, P.E.	per hour	\$	139.05
4. Staff Engineer	per hour	\$	108.15
5. Senior Engineering Technician	per hour	\$	72.10
6. Engineering Technician	per hour	\$	66.95
7. Drafter / CADD	per hour	\$	70.04

✓ 2.75 Multiplier



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/03/2019

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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																					
INSURED JWGUSA Holdings, Inc. Wood Group USA, Inc. and its Subsidiaries and Affiliates 17325 Park Row Houston TX 77084 USA	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER B:</td><td>ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C:</td><td>AIG Europe Limited</td><td>AA1120841</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AIG Specialty Insurance Company	26883	INSURER B:	ACE American Insurance Company	22667	INSURER C:	AIG Europe Limited	AA1120841	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER: 570077353258** **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. Limits shown are as requested

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
B	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:		HDOG71570009	07/01/2019	07/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25300312	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
B	<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 N	WLR66039262 Work Comp- AOS RWCC66039304 Work Comp- WI	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	<input checked="" type="checkbox"/> Archt&Eng Prof		PSDEF1900726 Claims Made- Prof. Liab. SIR applies per policy terms & conditions	07/01/2019	07/01/2020	Aggregate Limit \$5,000,000 Any One Claim \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED WOOD COMPANIES.
RE: Miscellaneous Projects, Construction Materials Testing, Geotechnical Engineering & Inspection Annual Services Contract on A Work Task Order Basis. Palm Beach County included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

<p>Palm Beach County c/o JDI Data Corporation 100 W. Cypress Creek Rd., Suite 1052 Ft. Lauderdale FL 33309 USA</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>[Signature]</i></p>
--	--

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED JWGUSA Holdings, Inc.
POLICY NUMBER See Certificate Number: 570077353258		EFFECTIVE DATE:
CARRIER See Certificate Number: 570077353258	NAIC CODE	

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

Page 2 of 3

AGENCY CUSTOMER ID: 570000021966

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED JWGUSA Holdings, Inc.
POLICY NUMBER See Certificate Number: 570077353258		
CARRIER See Certificate Number: 570077353258	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Additional Named Insured

Named Insureds:

JWGUSA Holdings, Inc.
AGRA Pipeline Professionals, Inc.
AMEC Construction Management, Inc.
AMEC E&E, P.C.
AMEC Engineering and Consulting of Michigan, Inc.
Amec Foster Wheeler Inc.
Amec Foster Wheeler USA Corporation
Amec Foster Wheeler Programs Inc.
Amec Foster Wheeler Power Systems, Inc.
Amec Foster Wheeler Constructors, Inc.
Amec Foster Wheeler Energia, S.L.U.
Amec Foster Wheeler E&C Services, Inc.
Amec Foster Wheeler Industrial Power Company, Inc.
AMEC Massachusetts, Inc.
Amec Foster Wheeler Martinez Inc.
Amec Foster Wheeler North America Corp
Amec Foster Wheeler Ventures, Inc.
Amec Foster Wheeler Oil and Gas, Inc.
AMEC USA Holdings, Inc.
Foster Wheeler Development Corporation
Foster Wheeler Intercontinental Corporation
Amec Foster Wheeler Kamtech, Inc.
MACTEC Engineering and Consulting, P.C.
QED International LLC
Rider Hunt International USA, Inc.

Wood Group USA, Inc.
Wood Group Alaska, LLC
Wood Group PSN, Inc.
Altablue, Inc.
Cape Software, Inc.
BMA Solutions, Inc.
Global Performance, LLC
John Wood Group PLC
RWG (Repair & Overhauls) USA, Inc.
Ingenious, Inc.
Mustang Process and Industrial
Mustang International, LP
C E C Controls Company, Inc.
Wood Environment & Infrastructure Solutions Inc.



Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

JUL 03 2019

MEMORANDUM

DATE: April 1, 2019
REVISED: July 1, 2019 (to provide new format for renewals)
TO: Holly B. Knight, Contracts Manager
FROM: Angela D. Smith, Small Business Development Specialist II
Allen F. Gray, Manager
Office of Equal Business Opportunity (OEBO)
DEPT.: Engineering and Public Works
SUBJECT: Construction Materials Testing Services Annual Contract – Design Renewal

On February 1, 2019, a request for the renewal of CCNA Professional Services Contract – Construction Materials Testing Services Annual was submitted to OEBO for review prior to Goal Setting. This contract has an estimate value that is to be determined (TBD) and is for construction materials testing, geotechnical engineering and inspection services on an annual work task order basis throughout the County. The contract is on its second of two possible renewals and expires on 11/6/2019.

Based upon an analysis of the S/M/WBE data available on the date of review, the current utilization on the contract as compared to the availability, and the applicable historical utilization, the OEBO hereby **APPROVES** the renewal of the contract under its current terms because [check one]:

☒ the current S/M/WBE utilization of the SBE vendors on the contract is satisfactory based upon the availability of S/M/WBEs certified to perform the work.

☐ the extraordinary and necessary requirements of the contract render application of an API infeasible or impractical.

☐ the nature of the goods or services being procured are excluded from the scope of the EBO Program.

☐ sufficient qualified S/M/WBEs providing the goods or services required by the contract are unavailable in Palm Beach County despite every reasonable effort to locate them.

☐ Other.

At the next renewal date, you are required to submit updated information to determine if the Project will be subject to the EBO Program's requirements based upon the relevant information available at that time.

Amendment History

RADISE International, L.C.

Amendment 1 – Added Additional Reporting language for sales tax funded tasks

Amendment 2 – 1st Renewal

Amendment 3 – 2nd Renewal

Tierra of South Florida, Inc.

Amendment 1 – Added Additional Reporting language for sales tax funded tasks

Amendment 2 – 1st Renewal

Amendment 3 – 2nd Renewal

Terracon Consultants, Inc.

Amendment 1 – Added Additional Reporting language for sales tax funded tasks

Amendment 2 – 1st Renewal & updated fee schedule

Amendment 3 - 2nd Renewal

Wood Environment and Infrastructure Solutions, Inc. **

Amendment 1 – Added Additional Reporting language for sales tax funded tasks

Amendment 1 – 1st Renewal

Amendment 2 – 2nd Renewal

*** Adding the additional language to Wood was delayed because an assignment and assumption was necessary for their name change/purchase and by the time the amendment was ready, it was renewal time so the two items were combined into one amendment.*