Agenda Item #: **3H-1**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 10, 2026 | **[X] Consent** | **[ ] Regular** | **[ ] Workshop** | **[ ] Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: continuing contracts with the following two (2) firms to provide environmental assessment consulting services on an as-needed basis through November 9, 2031.

Contractors	Status	SBE or Non-SBE
A) Partner Assessment Corporation d/b/a Partner Engineering and Science, Inc.	Local	Non-SBE
B) UES Professional Solutions, LLC	Local	Non-SBE

Summary: The purpose of these continuing contracts is to pre-select consultants to provide environmental assessment consulting services for various capital improvement/renovation/maintenance projects countywide. The projects to be assigned will have a construction value not to exceed $7,500,000 or study activity not to exceed $500,000. Consultant fees will be negotiated on an individual task basis for the identified projects. These contracts will be for five (5) years. This continuing contract was presented to the Goal Setting Committee (GSC) on February 4, 2026, and the GSC established the following Affirmative Procurement Initiatives (API): a Small Business Enterprise (SBE) evaluation preference for the selection of the consultants and a mandatory SBE subcontracting goal of 20%. Partner Assessment Corporation dba Partner Engineering and Sciences, Inc. committed to 25% SBE participation, and UES Professional Solutions, LLC committed to 20% SBE participation. The actual SBE participation will be identified on each consultant services authorization (CSA) and will be tracked cumulatively over all CSAs issued under the contract. There is no fiscal impact associated with this item. **(Capital Improvements Division) Countywide (MWJ)**

Background and Justification: On June 10, 2026, the Consultants were selected in accordance with Board of County Commissioners (BCC) adopted procedures and pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. Two (2) firms were selected to perform environmental assessment consulting services on a continuing contract basis. After selection, each firm provided hourly rates, which will be the basis for the negotiation of individual CSAs. Work will be authorized through individual CSAs when required during the term of these contracts. The cumulative value of environmental assessment consulting services authorized under the previous continuing contracts over the past five (5) years was $533,486.28.

Attachments:
1. Contract for Partner Assessment Corporation d/b/a Partner Engineering and Science, Inc.
2. Disclosure of Ownership Interest - Partner Assessment Corporation
3. Contract for UES Professional Solutions, LLC
4. Disclosure of Ownership Interest - UES Professional Solutions, LLC

Recommended By: _____ 10/2/26
Department Director **Date**

Approved By: _____ 10/22/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
External Revenues					
In-Kind Match (County					
NET FISCAL IMPACT	*				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No ____
Is this item using Federal Funds? Yes ____ No X
Is this item using State Funds? Yes ____ No X

Budget Account No.:

Fund ____ **Dept** ____ **Unit** ____ **Object** ____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
* There is no fiscal impact associated with this item. Consultant Services Authorizations (CSA) requiring BCC approval will be submitted to the BCC and fiscal impact will be addressed at that time; otherwise, funding will come from projects previously approved by the BCC.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

_____ 10/6/2026
OFMB

_____ 10/9/26
Contract Development and Control

B. Legal Sufficiency:

_____ 10/12/26
Chief Assistant County Attorney

C. Other Department Review:

_____
Department Director

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

ATTACHMENT #1

Form Res. 04/02/26

CONTRACT FOR CONSULTING SERVICES PROFESSIONAL

ENVIRONMENTAL ASSESSMENT SERVICES

ON A CONTINUING CONTRACT BASIS

P-2026-000044

PARTNER ASSESSMENT CORPORATION
DBA
PARTNER ENGINEERING AND SCIENCE, INC.

(Non-Federal)

Form Res. 04/02/26

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Form Res. 04/02/26

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CONTRACT FOR CONSULTING SERVICES PROFESSIONAL
ON A CONTINUING CONTRACT BASIS
Project Name: EVIRONMENTAL ASSESSMENT SERVICES
Project No.: P-2026-000044
(hereinafter the "Project")

This Contract (hereinafter "Contract') is made as of 11-10-26 by and between **PALM BEACH COUNTY,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Partner Assessment Corporation DBA Partner Engineering and Science, Inc., a Foreign Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT, whose Federal I.D. number is 20-8264379.

WHEREAS, the COUNTY desires to hire CONSULTANT to provide professional services on an as needed continuing basis as described in this Contract;

WHEREAS, the COUNTY has selected CONSULTANT pursuant to the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA) and related County policies and procedures;

WHEREAS, this Contract is a "Continuing Contract" pursuant to the CCNA which provides that the County may award projects to the Design Professional that are within the maximum dollar amounts for continuing contracts as provided in the CCNA. Should the CCNA be amended in the future to increase the maximum dollar amounts for continuing contracts, this Contract shall be deemed to be automatically likewise amended. (Presently, the CCNA allows professional design services under a continuing contract where the construction costs for each individual project assigned do not exceed $7.5 million, and services for a study activity when the fee for each study assigned does not exceed $500,000);

WHEREAS, negotiations pertaining to the services to be performed by the CONSULTANT were undertaken with the CONSULTANT, and this Contract incorporates the results of such negotiations

NOW, THEREFORE, in consideration of the mutual promises and consideration contained herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1 - DEFINITIONS

Additional Services: services requested under an existing Consultant Services Authorization that are not described in Basic Services. Additional Services may be authorized through the execution of a Supplement to a Consultant Services Authorization.

Approval/Acceptance/Authorization: when referring to COUNTY's approval, acceptance or authorization, such shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but

only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred by the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

Basic Services: all services described under Section 2 of this Contract and/or in the Scope of Work attached hereto as **Exhibit B** and/or included in the CSA for each project.

Board or BCC: means the Board of County Commissioners of Palm Beach County Florida which is the governing body of the COUNTY.

Construction/Contract Documents: means the contract documents of the Contractor for each project and shall include, but not be limited to the Advertisement for Bids, Instructions to Bidders, OSBD Schedules, Bid Proposal, Bid Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification of Substantial Completion, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Design Documents whether preliminary or final, Engineering Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Construction Documents.

Consultant: the firm selected to perform the services under this Contract.

Consultant Contract or Contract: consists of this Contract, the OSBD forms when completed by the Consultant, the Request for Proposals, Consultant's proposal and presentation, any CSAs and Supplements to a CSA when executed and any notice to proceed under the Contract or a CSA or a Supplement; all of which are incorporated herein by reference.

Consultant Services Authorization or CSA: a document issued pursuant to this Contract that assigns a project or task under this Contract to the CONSULTANT which includes an agreed upon scope of work, payment terms, schedule, deliverables and other project requirements.

Contractor: the person, firm, corporation or other entity who enters into an agreement with the COUNTY to perform the construction work for a project.

County Representative: The Director of the COUNTY's Capital Improvements Division.

Governing Order of the Contract: is defined to be as follows: The Contract includes various documents which are essential parts for the services to be provided by the Consultant. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project. In case of discrepancy, the following precedence will govern the interpretation of the Contract:

1. This Contract and any amendments to this Contract;
2. The OSBD forms when completed by the Consultant;
3. CSAs and Supplements to a CSA;
4. Notices to Proceed;
5. Request for Proposals;
6. Consultant's proposal and presentation.

In the event that any conflicts cannot be resolved by reference to this "Governing Order of the Contract" definition, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract.

Observe, Observation(s), Visit(s): site visits by the CONSULTANT to determine if construction is being performed in compliance with the Construction/Contract Documents and to determine if the contractor is progressing according to the Project Schedule.

OSBD or Office of SBD: means the COUNTY's Office of Small Business Development.

Professional Services or Services of a Design Professional: has the meaning set forth in Florida Statutes Section 287.055, and means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state of Florida.

SBE: A business located in Palm Beach County Florida which meets the criteria and eligibility requirements of the COUNTY's Small Business Development (SBD) Program pursuant to Palm Beach County Code Section 2-80.20 through 2-80.28, as may be amended, and which is certified by the COUNTY's Office of SBD.

Supplement: an amendment to an existing Consultant Services Authorization.

The Project: shall mean each project assigned to the CONSULTANT under this continuing Contract.

Capitalized terms not defined in this Contract will have the meaning defined in the Construction/Contract Documents.

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 GENERAL.

2.1.1 Basic Services. CONSULTANT shall provide to COUNTY professional services for all phases of a project assigned under this continuing Contract as hereinafter provided in this Section 2 (the Basic Services). These services will include providing professional engineering and/or architectural consultation and advice and furnishing customary civil, structural, mechanical, electrical, and plumbing engineering and/or architectural services, surveying, geotechnical services, and regulatory services incidental thereto, as well as any specialty subconsultant services necessary to complete the required Scope of Work for each project assigned under this Contract.

2.1.2 Scope of Work. The services of this Contract may include a series of many separate individual task or projects as generally described in **Exhibit B** (Scope of Work). Task assignments will be subject to scope definition and determination of level of

effort on a task-by-task basis. During the term of this Contract, the COUNTY may require services that are expected to be more extensive in scope or a different nature than contemplated under this Contract. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understand that the relationship between CONSULTANT and COUNTY under this Contract shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in participating in the selection process for a consultant to provide such additional services.

2.1.3 Assignment of Work. Assignment of tasks to the CONSULTANT will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The COUNTY may enter into similar contracts with other consultants to provide the same or similar services during the term of this Contract.

2.1.4 CSA. Each task performed under this Contract will be assigned to the CONSULTANT for accomplishment by a separate written Consultant Service Authorization. For each task or project, COUNTY will require CONSULTANT to provide a proposed written Scope of Work including schedule and cost, for COUNTY review. Upon mutual agreement of the CSA Scope of Work, schedule and cost (lump sum fee or not-to-exceed amount arrived at in accordance with Section 6 of this Contract), COUNTY will issue a CSA and a notice to proceed for each assigned task or project. The types of individual projects or tasks to be assigned to CONSULTANT under this Contract may include, but not necessarily limited to those generally described on **Exhibit B.**

2.1.5 Design Manual. In the performance of this Contract, the CONSULTANT shall become familiar with and perform such services in accordance with the Policy and Procedures Manual (Manual) for Design Professionals, latest edition, prepared by COUNTY. If CONSULTANT fails to comply with the Manual, it shall redesign in compliance with the Manual at no additional cost to the COUNTY.

2.1.6 Progress Reports. The CONSULTANT shall provide progress reports in a format acceptable to the COUNTY during each phase of each project assigned under this Contract at intervals established by the COUNTY. However, the COUNTY is entitled at all times to be advised of the status of the CONSULTANT's work and the details thereof and may request a progress report at any time.

2.1.7 Disputes and Specific Performance. All services will be performed by the CONSULTANT to the satisfaction of the COUNTY's Representative or his designee. In accordance with the Governing Order of the Contract, the COUNTY will decide all questions, difficulties and disputes of any nature whatsoever that

may arise under or by reason of the Contract, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. At all times the CONSULTANT shall continue to perform the services required under this Contract and maintain its Project Schedule for each project. In no event will the filing of a claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the services required hereunder.

2.1.8 VSS Registration Required. Prior to beginning work, CONSULTANT must register in the County's Vendor Self Service ("VSS") system at https://pbcvssp.pbc.gov/vssprd/Advantage4. If CONSULTANT intends to use subconsultants, CONSULTANT must also ensure that all subconsultant agreements must include a contractual provision requiring that the subconsultant register in VSS.

2.1.9 CONSULTANT must use project management software when and as requested by the COUNTY.

2.2 STUDY AND REPORT PHASE OR SCHEMATIC DESIGN PHASE.

2.2.1 Study and Report Phase. For Engineering Projects: If required as part of the CSA Scope of Work and after written authorization to proceed:

2.2.1.1 Project Review. The CONSULTANT shall a consult with COUNTY to clarify and define COUNTY'S requirements for the project and review available data and shall arrive at a mutual understanding of such requirements with the COUNTY.

2.2.1.2 Resources. The CONSULTANT shall advise COUNTY as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of CONSULTANT's services under this Contract, and assist COUNTY in obtaining such data and services.

2.2.1.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the project.

2.2.1.4 Approvals. The CONSULTANT shall identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate with COUNTY in consultations with such authorities.

2.2.1.5 Needs Analysis. The CONSULTANT shall provide analyses of the COUNTY's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

2.2.1.6 Economic Analysis. The CONSULTANT shall provide a general economic analysis of the COUNTY's requirements applicable to various alternatives.

2.2.1.7 Report. The CONSULTANT shall prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY, and setting forth CONSULTANT's findings and recommendations (the "Study and Report"). This Study and Report will be accompanied by CONSULTANT's opinion of probable construction costs for the project.

2.2.1.8 Copies. The CONSULTANT shall furnish five copies of the Study and Report documents and review them in person with COUNTY.

2.2.2 Schematic Design Phase. For Architectural Projects: If required as part of the CSA Scope of Work and after written authorization to proceed:

2.2.2.1 Program Review. The CONSULTANT shall review the program (if one is provided by the COUNTY), to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with the COUNTY.

2.2.2.2 Evaluation. The CONSULTANT shall provide a preliminary evaluation of the COUNTY's program, schedule and construction budget requirements, each in terms of the other.

2.2.2.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the project.

2.2.2.4 Documents. Based on the mutually agreed upon program, schedule and construction budget requirements, the CONSULTANT shall prepare for approval by the COUNTY, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of project components ("Schematic Design Documents").

2.2.2.5 Number. The CONSULTANT shall furnish five (5) copies of the Schematic Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with the COUNTY.

2.2.2.6 Permit List. Concurrent with the completion of the schematic design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the CONSULTANT must submit applications for each in order to meet Project Schedule requirements. The CONSULTANT shall 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit or regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

2.3 PRELIMINARY DESIGN PHASE OR DESIGN DEVELOPMENT PHASE.

2.3.1 Preliminary Design Phase. For Engineering Projects: If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.3.1.1 Project Scope. In consultation with COUNTY and on the basis of the accepted Study and Report documents, the CONSULTANT shall assist in determining the general scope, extent and character of the project.

2.3.1.2 Documents. The CONSULTANT shall prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the project (Preliminary Design Documents).

2.3.1.3 Resources. The CONSULTANT shall advise COUNTY, in writing, if additional data or services required for the completion of CONSULTANT's services under this Contract are necessary and assist COUNTY in obtaining such data and services.

2.3.1.4 Construction Costs. Based on the information contained in the Preliminary Design Documents, the CONSULTANT shall submit a revised opinion of probable Construction Costs. See Section 7 for further requirements on Construction Costs.

2.3.1.5 Copies. The CONSULTANT shall furnish five (5) copies of the above Preliminary Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with COUNTY.

2.3.1.6 Permit List. The CONSULTANT shall be responsible for assisting the COUNTY in securing approvals required to construct each project assigned under this Contract. Prior to completion of the conceptual design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the contractor must submit applications for each, in order to meet the Project Schedule requirements. The CONSULTANT shall: 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit and regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

2.3.2. Design Development Phase. For Architectural Projects: If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.3.2.1 Documents. Based on the approved Preliminary Design Documents or the approved Schematic Design Documents, as the case may be, and any adjustments authorized by the COUNTY in the program, schedule or construction budget, the CONSULTANT shall prepare for approval by the COUNTY design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to architectural, civil, structural, mechanical and

electrical systems, materials and such other elements as may be appropriate ("Design Development Documents").

2.3.2.2 Number. The CONSULTANT shall furnish five (5) copies of the Design Development Documents (2 full size and 3 reduced size) and electronic files in pdf and present and review them in person with the COUNTY at 100% completion status.

2.3.3 Public Art and Design. If required as part of the CSA Scope of Work and after written authorization to proceed:

2.3.3.1 AIPP. CONSULTANT acknowledges that the COUNTY has established an Art in Public Places Program (AIPP) in order to integrate art into capital projects and to integrate artist's design concepts into the overall project design. Artist(s) are selected by the COUNTY through an independent process.

2.3.3.2 Cooperation. CONSULTANT shall cooperate with the artist(s) and include the artist(s) in the preliminary design and design phases of a project for the purpose of properly incorporating the artist's design(s) into the design of the project. CONSULTANT shall notify the artist(s) in writing of all design meetings and shall provide the artist(s) with a schedule of milestone dates. The artist's design, as properly incorporated into the design of the project, shall be permitted as part of the master site or facility plan. CONSULTANT shall ensure that subconsultants, if any, are made aware of the AIPP and the possible requirement of working with the artist(s).

2.4 CONSTRUCTION DOCUMENT PHASE.

If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.4.1 Documents. Based on the approved Preliminary Design Documents or the approved Design Development Documents, as the case may be, and any further adjustments in the scope of the project or in the construction budget authorized by the COUNTY, the CONSULTANT shall prepare, for approval by the COUNTY, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project. Drawings shall be prepared using AutoCAD. Specifications shall be organized and prepared in accordance with Construction Specifications (CSI) Institute's Manual of Practice.

2.4.2 Review. The CONSULTANT shall review the COUNTY furnished front-end documents, general conditions, and technical specifications and advise the COUNTY of any conflicts or inconsistencies with CONSULTANT's specifications.

2.4.3 Permit List. The CONSULTANT shall provide the COUNTY with a status report on all approvals and permits required to construct the project which includes confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the CONSULTANT.

2.4.4 Construction Cost Update. The CONSULTANT shall advise COUNTY of any adjustments to the latest opinion of probable Construction Costs caused by changes in general scope, extent or character or design requirements of the project and furnish to COUNTY a revised opinion of probable Construction Costs based on the drawings and specifications, at the 95% CD submittal. The estimate shall be in CSI format. Refer to Section 7 for further information on Construction Costs.

2.4.5 Number. The CONSULTANT shall furnish five (5) copies (2 full size and 3 reduced size) and electronic files in pdf of the above Construction Documents and of the drawings and specifications and review them in person with the COUNTY at 50%, 95% and 100% completion status. The CONSULTANT shall respond in writing, to any comments given by the COUNTY in writing to the CONSULTANT. On the basis of the accepted 95% Construction Documents, the CONSULTANT shall prepare three (3) sets of signed and sealed Construction Documents, or electronically signed and sealed documents if acceptable to the authority having jurisdiction for permitting purposes. The CONSULTANT shall provide corrections and/or changes required by the permitting agency at no additional cost to the COUNTY (100% Construction Drawings).

2.4.6 Format. The CONSULTANT shall provide reproducibles and a digital copy of the approved construction plans (CAD and pdf files) and a master set of technical specifications (both hard copy and in pdf format) for the COUNTY's use to issue bidding documents. CONSULTANT shall deliver interim copies in electronic format if requested by the COUNTY.

2.4.7 Asbestos. CONSULTANT shall not specify any materials which contain asbestos. CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have reasonably known.

2.4.8 Delegation. CONSULTANT shall not delegate any design services to the construction Contractor unless specific approval is given by the COUNTY in advance, in writing. When design/build services are approved by COUNTY, CONSULTANT shall clearly state in the Construction Documents what performance and design criteria must be satisfied by the Contractor.

2.4.9 Competition. Construction Documents shall be prepared that enhance competitive bids. Unless authorized in writing by COUNTY, specifications for equipment shall be written in the descriptive style and be non-restrictive in product manufacturer selection. A minimum of three (3) manufacturers or vendors shall be included for each product specified and the Contractor shall be allowed to propose substitutions unless an exception is approved by the COUNTY.

2.4.10 Construction Schedule. Prior to the initiation of the bidding or negotiation phase of each project with potential Contractors or applicable trades, CONSULTANT shall

develop a project schedule for each project assigned setting forth the reasonably anticipated timing of completion of major project milestones. The construction schedule shall set forth a description of the progress of the work that is adequate to inform potential Contractors and all trades of COUNTY's expectations for timely completion of the project.

2.4.11 Preparation of Bid Packages. CONSULTANT shall organize the Construction Documents by customary divisions or to otherwise efficiently identify the work of respective trade to facilitate bids from each trade and class of suppliers required for each the project assigned.

2.5 BIDDING OR NEGOTIATING PHASE.

If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.5.1 Pre-Bid Meeting. The CONSULTANT shall attend the pre-bid meeting in order to answer questions with regard to design documents or specifications that the CONSULTANT has developed. If official written clarifications are necessary, the COUNTY will issue an addendum to the bidding documents, and the CONSULTANT will assist the COUNTY by recommending language for any addenda that clarifies the CONSULTANT's design.

2.5.2 Substitutions. The CONSULTANT shall consult with the COUNTY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents. However, it is the COUNTY's decision on whether or not a substitution will be allowed.

2.5.3 As-Bid Set. Within 20 days after bid opening, the CONSULTANT shall provide to COUNTY specification sections and drawings updated to reflect changes made by Addendum ("As-Bid Set").

2.5.4 CM. The COUNTY may select a construction manager for a project (the Construction Manager or CM), and the CONSULTANT shall coordinate its services hereunder with the Construction Manager. Nothing in the CM contract will confer direct responsibility on the Construction Manager for the CONSULTANT's services, nor shall anything contained therein diminish CONSULTANT's responsibility for its services as set forth hereunder.

2.5.4.1 Guaranteed Maximum Price (GMP). At the completion of each phase of design, COUNTY will furnish CONSULTANT with either a cost estimate or a guaranteed maximum price proposal (GMP) prepared by the Construction Manager based upon the design prepared by the CONSULTANT. If the cost estimate is over the stated budget for the Project or if COUNTY does not accept the Construction Manager's GMP proposal, the CONSULTANT shall participate with the COUNTY and Construction Manager in constructability

reviews and shall revise the documents as necessary and as approved by the COUNTY in order to construct the project within the budget. The CONSULTANT shall participate with the COUNTY in reviewing the final GMP proposal documents, together with its supporting assumptions, clarifications, and contingencies.

2.5.4.2 Revisions. After the GMP has been accepted by the COUNTY, the CONSULTANT shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the GMP.

2.6 CONSTRUCTION ADMINISTRATION PHASE.

If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.6.1 General Administration of Construction Contract. CONSULTANT shall consult with and advise COUNTY during construction within the limits of the Construction Documents.

2.6.2 Visits to Site and Observation of Construction.

2.6.2.1 Meetings. CONSULTANT shall attend the pre-construction conference to answer questions on the CONSULTANT's design and specifications, assist the COUNTY in conducting progress meetings, and record meeting minutes.

2.6.2.2 Site Visits. CONSULTANT and its subconsultants, as necessary, shall make periodic and regular, but no less than once every other week, visits to the site, at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe, as an experienced and qualified design professional, the progress, quality and timely performance of the various aspects of Contractor's work relative to the plans and specifications prepared by the CONSULTANT. Based on information obtained during such visits and on such observations, CONSULTANT shall verify and determine if such work is proceeding in accordance with the Construction/Contract Documents and Contractor's schedule and CONSULTANT shall keep COUNTY informed of the progress of the work. Written reports of CONSULTANT's visits shall be provided to COUNTY.

2.6.2.3 Purpose of Site Visits. The purpose of CONSULTANT's presence at the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Administration Phase. In addition, as an experienced and qualified design professional, CONSULTANT will provide for COUNTY greater assurance that the completed work of the Contractor(s) will conform to the Construction/Contract Documents and that the design as reflected in the Construction/Contract Documents has been implemented and preserved by the

Contractor(s).

2.6.3 Defective Work. On the basis of CONSULTANT's observations, CONSULTANT shall recommend to COUNTY to disapprove of or reject Contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed project that conforms to the Construction/Contract Documents, or that it will prejudice the design concept of the project as reflected in the Construction/Contract Documents. The CONSULTANT shall immediately notify the COUNTY and the Contractor of any defective work by the Contractor, and the COUNTY will determine what action is necessary.

2.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Construction/Contract Documents and in connection therewith prepare field bulletins and field instructions for review and approval by the COUNTY.

2.6.5 Shop Drawings. CONSULTANT shall review and approve (or take other appropriate action) shop drawings (as that term is defined in the COUNTY's Standard General Conditions), samples, schedules, and other data which Contractor(s) are required to submit for compliance with the Construction/Contract Documents in a timely manner which will not delay the Contractor(s) in completing its work and notify the COUNTY of such reviews.

2.6.6 Substitutes. CONSULTANT shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and review with and advise the COUNTY on such acceptability prior to the COUNTY making a determination.

2.6.7 Inspections and Tests. CONSULTANT shall have authority to require special inspection or testing of the work after notifying the COUNTY. CONSULTANT shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Construction/Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Construction/Contract Documents). COUNTY will pay for testing labs. If the CONSULTANT's testing indicates that the Contractor is not in compliance, the COUNTY will determine the actions that will be taken against the Contractor with regard to the testing results.

2.6.8 Disputes and Changes during Construction. CONSULTANT shall act as initial interpreter of the requirements of the Construction/Contract Documents and judge of the acceptability of the Contractor's work thereunder and notify the COUNTY and the Contractor of any variances, deviations and non-conforming work. The COUNTY will determine the course of action necessary after notification of non-conforming work. The CONSULTANT will assist the COUNTY in holding meetings and negotiations with the Contractor to resolve disputes or changes to the Construction/Contract Documents. CONSULTANT will review all change orders

and Contractor's extra work proposals and advise COUNTY of the acceptability of the proposed change and the costs of such change. The COUNTY will review, approve and process change orders that the COUNTY determines are necessary.

2.6.9 Contractor's Applications for Payment. Based on CONSULTANT's on-site observations as an experienced and qualified design professional and based on review of applications for payment and the accompanying data and schedules:

2.6.9.1 Review. CONSULTANT shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. COUNTY will review payment applications and CONSULTANT's recommendations and determine final approval of payment. Such recommendations of payment by the CONSULTANT will constitute a representation to COUNTY, based on CONSULTANT's observations and review, that the work has progressed to the point indicated, and that, in accordance with the standard of care referenced herein, the work is in compliance with the Construction/Contract Documents. This recommendation will be subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction/Contract Documents and to any other qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Construction/Contract Documents).

2.6.9.2 Recommendation. By recommending payment, CONSULTANT represents to COUNTY that to the best of the CONSULTANT's knowledge the quality and quantity of Contractor's work, as it has been furnished and performed is in compliance with the Construction/Contract Documents.

2.6.10 Contractor(s) Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Construction/Contract Documents. Such review by the CONSULTANT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with the Construction/Contract Documents; and CONSULTANT shall transmit them to COUNTY with written comments.

2.6.11 Punch-list. When requested by the COUNTY, CONSULTANT shall review the Contractor's initial punchlist for Substantial Completion and shall prepare a comprehensive list of uncompleted or unacceptable items and deficiencies (punchlist) for review by the COUNTY.

2.6.12 Substantial Completion. CONSULTANT shall conduct with the COUNTY an inspection and conduct and/or observe any tests necessary to determine if the work

is substantially complete and notify the COUNTY. A final inspection of the project will be made with the COUNTY to determine if the completed work is acceptable so that the CONSULTANT may recommend, in writing, final payment to the Contractor(s) and may give written notice to the COUNTY and the Contractor(s) that the work is acceptable and in compliance with the Construction/Contract Documents.

2.6.13 Changes Documented. The CONSULTANT shall prepare and provide to COUNTY AutoCAD dwg files as well as pdf files in electronic format as built drawings that incorporate all changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and CONSULTANT's own observations and which CONSULTANT considers significant.

2.7 OPERATIONAL PHASE.

During the Operational Phase, CONSULTANT shall, when requested by the COUNTY:

2.7.1 Assistance. The CONSULTANT shall provide assistance, consistent with contractual services, in conjunction with the start-up, refining, and adjusting of any equipment or system.

2.7.2 Advice. In company with the COUNTY, the CONSULTANT shall visit the project to observe and point out any apparent defects in the completed construction, assist COUNTY in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work, including assisting the COUNTY during warranty of the project(s).

2.7.3 Training. In conjunction with Contractor, the CONSULTANT shall assist in training COUNTY's staff to operate and maintain the project.

SECTION 3 – MODIFICATIONS OF WORK/ADDITIONAL SERVICES

3.1 NOTICE OF CHANGE.

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

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the CSA Scope of Work affected by a contemplated change, pending the COUNTY's decision regarding the proposed change.

3.2 AMENDMENT.

If the COUNTY elects to make the change, the COUNTY shall issue a Supplement to an existing Consultant Service Authorization; and the CONSULTANT shall not commence work on any such change until such Supplement has been signed by the CONSULTANT and approved and executed by the COUNTY.

SECTION 4 - COUNTY'S RESPONSIBILITIES

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

4.1 COUNTY REPRESENTATIVE.

The COUNTY's Representative with respect to the services to be rendered under this Contract is Director of the County's Capital Improvements Division. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY's policies and decisions with respect to CONSULTANT's services.

4.2 PROJECT REQUIREMENTS.

As requested, in writing by CONSULTANT, the COUNTY will provide all criteria and full information as to COUNTY's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and COUNTY will furnish copies of all design and construction standards which COUNTY will require to be included in the drawings and specifications.

4.3 ACCESS.

The COUNTY will arrange for access to and make provisions where necessary for CONSULTANT to enter upon property or inspect COUNTY records as required for CONSULTANT to perform services under this Contract, subject to any applicable requirements regarding Confidential Information as described in Section 8.15 herein.

4.4 REVIEW.

The COUNTY will examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, the COUNTY will render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for Approval or Acceptance.

4.5 MULTIPLE PRIMES.

If more than one prime contract is to be awarded for construction, materials, equipment and services for a project, the COUNTY will designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

4.6 COST DATA.

The COUNTY will furnish to the CONSULTANT data or estimated figures as to COUNTY's anticipated costs for services to be provided by others for COUNTY so that CONSULTANT may make the necessary findings to support opinions of probable Construction Costs.

4.7 MEETINGS.

The COUNTY will attend the pre-bid conference, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

4.8 NOTICE.

The COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

SECTION 5 - PERIODS OF SERVICE

5.1 TERM.

The period of service and the Contract term shall commence upon the approval and execution of this Contract by both parties and continue for a period of five (5) years and, additionally, it shall continue until completion of all phases of any outstanding consultant service authorizations issued within the period of this Contract, unless otherwise terminated as provided herein.

5.2 TIME EXTENSIONS.

If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the project, the time of performance of CONSULTANT's services shall be adjusted equitably.

5.3 COUNTY DELAYS.

If CONSULTANT's services for design or during construction of the project are delayed or suspended in whole or in part by COUNTY for more than nine (9) months for reasons beyond CONSULTANT's control, CONSULTANT may be entitled to an adjustment in compensation to

the extent of any documented and verified costs actually, reasonably and necessarily incurred by CONSULTANT due to any such delay, but in no event shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages.

5.4 SEQUENCING.

In the event that the work designed or specified by CONSULTANT for a project is to be furnished or performed under more than one prime contract, or if CONSULTANT's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), COUNTY and CONSULTANT shall, prior to commencement of the Construction Document Phase, develop a schedule for performance of CONSULTANT's services during the Construction Document, Bidding or Negotiating and Construction Administration Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in the CSA Scope of Work.

5.5 MONITORING PROJECT SCHEDULE.

The CONSULTANT is to provide and regularly update a detailed project schedule (the Project Schedule) with each CSA Scope of Work for each project assigned under this continuing Contract and once accepted by the COUNTY, it will be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services required hereunder. In the event there have been delays which would affect the completion date of deliverables under the Project Schedule, the CONSULTANT will submit a written request to the COUNTY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The COUNTY will review the request and make a determination as to granting all or part of the requested extension.

SECTION 6 – METHOD OF COMPENSATION AND PAYMENTS TO CONSULTANT

6.1 METHODS OF COMPENSATION

CONSULTANT will be compensated for services performed under this Contract on either: 1) a fixed price/lump sum basis, or 2) a time charge/not-to-exceed basis; as identified in each applicable CSA. The fixed price/lump sum method of compensation is described in Section 6.3 herein, and the time charge/not to exceed method of compensation is described in Section 6.4 herein.

6.2 FEE.

The COUNTY agrees to pay the CONSULTANT compensation for duly authorized services performed as set forth in each applicable CSA. The applicable CSA shall establish both the amount of compensation and the method of compensation for services performed under this Contract (i.e. whether the fee is lump sum/fixed price or whether the fee is time charge/not to

exceed). If the time charge/not to exceed method of compensation is used, the applicable CSA shall specifically state whether the reimbursement of expenses is authorized and set a separate not to exceed amount for authorized expenses, if any.

6.3 FIXED PRICE/LUMP SUM PAYMENT METHOD.

When the CONSULTANT's services are to be compensated for on a fixed price/lump sum method of compensation, as identified in the applicable CSA, then the COUNTY and CONSULTANT shall mutually agree to a fixed price/lump sum fee for all services required to complete the project along with a detailed Scope of Work for the CSA. Prior to execution of the fixed price/lump sum CSA, the CONSULTANT shall have submitted to the COUNTY's Representative a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed CSA Scope of Work. The fixed price/lump sum fee shall include all services required to complete the CSA Scope of Work including labor, expenses, overhead and profit as part of the fixed price/lump sum. CONSULTANT agrees that the fee is not tied to construction cost.

6.4 TIME CHARGE/ "NOT TO EXCEED" METHOD.

When the time charge/not to exceed basis is identified in the applicable CSA as the method of compensation, the CONSULTANT will submit a not to exceed budget to the COUNTY's Representative for prior approval based on estimated labor hours and labor rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed CSA Scope of Work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT shall notify the COUNTY's Representative in writing when 90% of the not to exceed amount has been reached. CONSULTANT agrees that the fee is not tied to construction cost.

6.5 SUBCONTRACTS.

Sub-contractual services shall be included at the actual fees proposed by the subconsultant and accepted by the COUNTY. Subcontractual services and fees shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.

6.6 LABOR RATES.

Labor rates of CONSULTANT and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor.

The schedule of hourly labor rates by labor category as set forth in **Exhibit C** is attached hereto and made a part hereof. The rates listed in **Exhibit C** shall remain in effect for a period of two years from the date of contract execution. At the end of this initial two (2) year period, the hourly raw labor rates may be re-negotiated if requested by the CONSULTANT; and, if the cost-of-living index supports an increase, an increase of up to three percent (3%) may be allowed for each one (1) year period thereafter. Any such increase will be negotiated and supported by

calculations using the Consumer Price Index – All Urban Consumers (CPI-U) U.S. City Average.

Salary costs for CONSULTANT as shown on **Exhibit C** and for any subconsultants are the maximum billing rates which are provisional, subject to audit of actual costs and if the audit discloses that the actual costs are less than the costs set forth in **Exhibit C** for the CONSULTANT or for any subconsultant, CONSULTANT shall reimburse the County based upon the actual costs determined by the audit.

6.7 EXPENSES.

6.7.1 If out-of-pocket expenses are authorized in an applicable CSA:

6.7.1.1 All reimbursable expenses will be estimated up front at the time of negotiating each Consultant Service Authorization or Supplement to a CSA;

6.7.1.2 A CSA, or Supplement to a CSA must include a separate not to exceed amount for expenses;

6.7.1.3 Expenses will only be reimbursed up to the separately stated not-to-exceed amount. All expenses exceeding the not- to-exceed amount are the responsibility of the CONSULTANT.

6.7.2 Out-of-pocket expenses means the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT's subconsultants directly or indirectly in connection with the work subject to the following:

6.7.2.1 Reimbursement for travel expenses such as per diem, mileage, meals or lodging expenses shall be in accordance with F.S. 112.061;

6.7.2.2 Reimbursement will not be provided for items or expenses normally connected with the course of doing business such as office supplies, advertisements for hiring personnel, lease or purchase of office furniture or office space, local telephone service, taxes, entertainment expenses (including business lunches), computer time on the CONSULTANT's own equipment, and normal reproduction (copying) charges.

6.7.2.3 Special charges such as printing, duplicating, soil borings, aerial photography, etc. may be reimbursed if a CSA identifies the quantity and unit cost maximum for each type of special charge required by the Contract and identifies the expense as subject to reimbursement;

6.7.2.4 Charges for specialized equipment shall be determined on an individual basis subject to advance approval of the COUNTY;

6.7.2.5 The COUNTY reserves the right to determine if an expense is reasonable and may reject expenses which are excessive or represent costs of a personal nature. The COUNTY will not reimburse the cost of tips, personal items, sundries, travel

insurance, in-room movies, laundry or valet services, cable TV hookups or charges, first class airfare (unless no other service is available), alcoholic beverages, entertainment expenses, and meals or snacks (except meal allowance as authorized by F.S. 112.061)

6.7.3 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each Consultant Service Authorization.

6.8 SCHEDULE OF VALUES.

For either method of compensation, CONSULTANT and COUNTY shall agree on a Schedule of Values incorporating CSA Scope of Work references, deliverables, and milestones. A pay application with percent complete of each activity shall be included with each billing. A schedule update of CONSULTANT's work shall be included with each billing.

6.9 PROGRESS PAYMENTS.

For either method of compensation, the CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

For either method of compensation, the CONSULTANT shall be required to invoice the County no later than sixty (60) days after completion of the scheduled milestone or after acceptance of specified deliverables. Time Charge/Not-To-Exceed progress payments shall be based on monthly milestones.

6.10 APPROVAL PROCESS.

Pay applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's Representative or his/her designee, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the Contract and project number, and applicable Consultant Service Authorization. COUNTY shall provide CONSULTANT with a written notice of disputed invoice within 10 days after receipt of such invoice which clearly states any and all deficiencies in CONSULTANT's invoice that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the invoice that can be paid, the COUNTY shall proceed with prompt payment of that portion of the invoice. Invoices will be paid in accordance with the Local Government Prompt Payment Act.

6.11 FINAL PAYMENT.

In order for both parties to close their books and records, the CONSULTANT will clearly state Final on the CONSULTANT's final/last billing to the COUNTY for each CSA. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY for each CSA. Since the account for such CSA will thereupon be closed, any and other further charges to that CSA, if not properly included on this final invoice for that CSA, are waived by the CONSULTANT.

6.12 RIGHT OF OFFSET.

Except for issues arising from contract indemnification provisions, the COUNTY will have the right to retain out of any payment due the CONSULTANT under this Contract an amount sufficient to satisfy any amount due and owing to the COUNTY by the CONSULTANT under this Contract. The COUNTY may withhold payment on any invoice in the event that the CONSULTANT is in default under any provision of this Contract as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the COUNTY will have the right to retain an amount equal to the damages suffered as a result of the default.

SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST.

7.1.1 Definition. The "Construction Cost" of the project means the total cost to COUNTY of those portions of the entire project designed and specified by CONSULTANT.

7.1.2 Fixed Construction Budget Cap. Upon completion of the Preliminary Design Phase for engineering projects or upon completion of the Design Development Phase for architectural projects, the COUNTY's Representative will determine a fixed construction budget cap for the project (Fixed Construction Budget Cap). The CONSULTANT agrees to maintain this amount or it shall redesign at no cost to the COUNTY until the project can be achieved within this limit. The program shall not be lessened by design requirements to decrease costs without the express written approval of the COUNTY's Representative. Similarly, "add alternates" for program requirements are not allowable in order for the CONSULTANT to lessen costs to meet the Fixed Construction Budget Cap.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 STANDARD OF CARE.

The CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of that level of skill,

knowledge, experience and expertise that is commensurate with design firms of national repute in the areas of practice required for the types of projects that may be assigned under this continuing Contract. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT's representations of skill, knowledge, experience and expertise. By executing this Contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other design professionals possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT's skill, efforts and judgment commensurate with design firms of national repute in the areas of practice required for this Contract. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY's interests and consistent with the COUNTY's stated objectives and recognized professional design standards.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as enacted by the Florida Building Code shall be complied with and incorporated into the projects under this continuing Contract. Additionally, Title II requirements of the 2010 ADA Standards for Accessible Design (published by DOJ, September 15, 2010) shall be complied with and incorporated into the projects under this Contract.

Although specific provisions of this Contract refer to some services with terms such as complete, accurate, full extent, highest, in detail, verify, certify, represent, substantiate, inspect, monitor, discover, as often as necessary, approve, accept, reject, and enforce, such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs except as provided in this Contract.

Acceptance of the work by the COUNTY or Contract termination does not constitute COUNTY approval and will not relieve the CONSULTANT of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The CONSULTANT shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the CONSULTANT without additional compensation.

8.2 TERMINATION.

This Contract may be terminated by the 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 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 CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a termination notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

a. Stop work on the date and to the extent specified.

b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

d. Continue and complete all parts of the work that have not been terminated.

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

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY's exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the projects under this Contract which have been created as a part of CONSULTANT's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

8.3 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Certificate within one (1) year following final payment. COUNTY has the authority and right to audit CONSULTANT's records under this provision.

8.4 PERSONNEL

8.4.1 Representations. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship or conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel or subconsultants as listed in CONSULTANT's proposal and/or presentation to the COUNTY's selection committee must be made known to the COUNTY's Representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT represents and warrants that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 8.1 above.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements covering conduct, safety, and security while on COUNTY premises.

8.4.2 CONSULTANT's Representative. Concurrent with its fee proposal for each CSA, the CONSULTANT shall advise the COUNTY of the name of its proposed project manager (the Project Manager). The Project Manager shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this Contract. This individual shall be assigned to the project through final acceptance of construction. The Project Manager shall not be removed from his/her responsibilities on the project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT's designated Project Manager and the right to require the CONSULTANT to replace its designated Project Manager with another individual acceptable to the COUNTY.

8.5 CRIMINAL HISTORY RECORDS CHECK.

The CONSULTANT, CONSULTANT'S employees, subcontractors/subconsultants of CONSULTANT and employees of subcontractors/subconsultants 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 Resolutions R2013-1470, R2015-0572, and R2024-0549, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its price for any services authorized under this Contract 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 the above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT and provide specific instructions for meeting the requirements of this Ordinance.

Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of CONSULTANT does not have his/her own unique email address, CONSULTANT agrees to provide one to that employee.

Individuals passing the background check will be issued a badge. CONSULTANT shall make every effort to collect the badges of its employees and its subconsultants' employees upon conclusion of the contract work and return them to the COUNTY. If the CONSULTANT or its subconsultant terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within 2 hours. At the time of termination, the CONSULTANT shall retrieve the badge and return it to the COUNTY in a timely manner. The COUNTY reserves the right to suspend any consultant that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the COUNTY regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

8.6 SMALL BUSINESS DEVELOPMENT PROGRAM.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small and locally owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Small Business Development (SBD) Ordinance which is codified in Sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the County's requirements for the SBD program, and is incorporated herein and made part of this Contract. Non-compliance with the SBD Ordinance must be corrected within thirty (30) calendar days from when notice of non-compliance is sent. Failure to comply with the SBD Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;

- Termination of the Contract based upon a material breach of contract pertaining to the SBD Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as set out in **Exhibit A** to this Contract, the RFP, and the CONSULTANT's proposal, which are incorporated herein by reference. Failure to comply with this section of the Contract is a material breach of this Contract.

CONSULTANT shall report all subcontractor payment information for each project assigned on OSBD Schedules 3a and 4, or as otherwise required by the Office of SBD, and, when the SBD portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONSULTANT shall pay subconsultants undisputed amounts within ten (10) days after County pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subconsultant and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

CONSULTANT must notify the Office of SBD of changes in SBE utilization and get prior approval for any substitutions.

The Office of SBD has the right to review CONSULTANT's records and interview Subcontractors in order to determine compliance with the County's SBD Program and contract requirements for up to four (4) years from contract completion or termination date.

8.7 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 R2025-0748, as may be amended, the 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection,

hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The 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 discrimination. The 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. CONSULTANT shall include this language in its subcontracts.

8.8 INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

The CONSULTANT represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

8.9 CONTINGENT FEES.

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

8.10 AUTHORITY TO PRACTICE.

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

All final plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes.

8.11 TAXES.

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The CONSULTANT is not authorized to use the COUNTY's Tax Exemption Number in securing such materials.

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

8.12 AVAILABILITY OF FUNDS.

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

8.13 INSURANCE.

8.13.1 Requirements. CONSULTANT shall maintain, at its sole expense, in full force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

8.13.2 Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than $1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsements excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

8.13.3 Reserved

8.13.4 Workers' Compensation Insurance & Employer's Liability. CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440, Florida Statutes.

8.13.5 Professional Liability. CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

8.13.6 Reserved

8.13.7 Waiver of Subrogation. Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy, except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

8.13.8 Certificate(s) of Insurance. On execution of this Contract, renewal of the Contract, within forty-eight (48) hours of a request by COUNTY, or upon expiration of any of the required coverages throughout the term of the Contract, CONSULTANT shall deliver to the COUNTY or to COUNTY's designated representative a signed a Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect.

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,
c/o Capital Improvements Division,
2633 Vista Parkway,
West Palm Beach, FL 33411-5604

8.13.9 Reserved

8.13.10 Reserved

8.13.11 Right to Revise or Reject. COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract.

8.14 OWNERSHIP OF DOCUMENTS.

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

All information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

If COUNTY requests in writing, the CONSULTANT shall return to COUNTY any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately.

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

8.14A PHOTOGRAPHY OF A COMPLETED PROJECT

If CONSULTANT photographs or videos a completed project, CONSULTANT agrees to provide the COUNTY with a copy of such photos or video in a digital file uploaded to the COUNTY's File Transfer Protocol (FTP) site or provided on a flash drive delivered to the County's Representative.

8.15 CONFIDENTIALITY OF INFORMATION AND COMPLIANCE WITH THE PUBLIC RECORDS LAW.

8.15.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

8.15.2 Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the COUNTY has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the CONSULTANT's work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.

8.15.3 Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the CONSULTANT include, but are not limited to:

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure owned or operated by the COUNTY;
- Security or firesafety system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or consultations relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;
- Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the County;
- Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
- Threat assessments;
- Emergency evacuation plans;

- Sheltering arrangements; and/or
- Manuals for security or firesafety personnel, emergency equipment or security or firesafety training.

The CONSULTANT has an obligation to maintain the confidential status of Confidential Information. The CONSULTANT shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the COUNTY. The CONSULTANT shall restrict access to Confidential Information to: 1) the CONSULTANT's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services related to this Contract. Prior to releasing any Confidential Information to a Third Party, the CONSULTANT shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Contract, and maintain a list of any Third Party to which the CONSULTANT has distributed Confidential Information. Other than as authorized above, the CONSULTANT **shall not, without prior written approval of COUNTY, publish, copy, or otherwise disclose to others any Confidential Information.**

8.15.4 Disclosure Warning. If Confidential Information is in written form, the CONSULTANT shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contains exempt information. If the CONSULTANT is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND/OR CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT AND CONFIDENTIAL STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONSULTANT/CONTRACTOR SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

8.15.5 Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records (email) which may be exempt from public records requests and protect information that is exempt from disclosure, the CONSULTANT (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the first four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.

8.15.6 Notification of Improper Disclosure. COUNTY must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT shall make a report to the COUNTY not more than seven (7) business days after the CONSULTANT learns of such an improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the CONSULTANT has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the CONSULTANT has taken or shall take to prevent future similar unauthorized use or improper disclosure. The CONSULTANT shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the COUNTY. The CONSULTANT shall take all steps the COUNTY deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

8.15.7 Survival. The nondisclosure provisions of this Section shall survive the termination or expiration of this Contract. The CONSULTANT's duty to hold Confidential Information in confidence shall remain in effect until COUNTY sends the CONSULTANT written notice releasing the CONSULTANT from the provisions of this Section.

8.15.8 Enforcement. The CONSULTANT understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the COUNTY at law or in equity.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-233-5252

8.16 LAW AND VENUE; REMEDIES.

This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that venue of all actions arising out of or related to the Contract shall be proper only in a state court of competent jurisdiction in Palm Beach County Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statue or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder

shall preclude any other or further exercise thereof.

COUNTY and CONSULTANT agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

Pursuant to Section 558.0035 Florida Statutes, the CONSULTANT is the responsible party for the professional services it agrees to provide under this Contract. No individual professional employee, agent, director, officer or principal may be individually liable for negligence arising out of this Contract, as long as the CONSULTANT maintains the professional liability insurance required under this Contract and as long as any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to this Contract.

8.17 INDEMNIFICATION.

The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by the CONSULTANT, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination or expiration of this Contract.

8.18 CONFLICT OF INTEREST.

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III of Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. CONSULTANT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as **Exhibit F** and incorporated herein.

The CONSULTANT shall promptly notify the COUNTY's Representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest

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

8.19 EXCUSABLE DELAYS.

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

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the COUNTY the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

8.20 ARREARS.

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

8.21 NOTICES.

All notices required in this Contract if sent to the COUNTY shall be mailed to:

Director
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Director
Facilities Development and Operations Department
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5603

AND

County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

and if sent to the CONSULTANT shall be mailed to:

Partner Assessment Corporation
DBA Partner Engineering and Science, Inc.
300 Avenue of the Champions, Suite 160
Palm Beach Gardens, FL 33418

8.22 SEVERABILITY.

If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

8.23 ENTIRETY OF CONTRACTUAL AGREEMENT.

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

8.23.2 Exhibits. This Contract includes the following exhibits, which are attached hereto and made a part hereof:

Exhibit A	-	Affirmative Procurement Initiatives (APIs)
Exhibit B	-	Scope of Work
Exhibit C	-	Hourly Rates
Exhibit D		OSBD Schedules 1 and 2
Exhibit E	-	Insurance Certificates
Exhibit F	-	Conflict of Interest Disclosure Form

Exhibit G - Human Trafficking Affidavit

8.24 SUCCESSORS AND ASSIGNS.

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

8.25 PUBLIC ENTITY CRIMES.

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

8.26 OFFICE OF THE INSPECTOR GENERAL.

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

8.27 SCRUTINIZED COMPANIES.

8.27.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

8.27.2 **When contract value is greater than $1 million:** As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

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

8.28 COMPLIANCE WITH LAWS AND REGULATIONS.

The CONSULTANT shall comply with all laws, policies and procedures, resolutions, ordinances and regulations in effect at the time of performance of services under this Contract and applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered under this Contract.

8.29 NO THIRD PARTY BENEFICIARY.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including any employees of the COUNTY and the CONSULTANT.

8.30 ACCESS AND AUDITS.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

8.31 SECTION 179D RESPONSIBILITIES.

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the COUNTY to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable, the CONSULTANT is responsible for applying to the COUNTY for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the COUNTY the allocation of the deduction. The COUNTY's Representative will provide to CONSULTANT the Department's policy and forms related to the Section 179D deduction when requested.

8.32 E-VERIFY - EMPLOYMENT ELIGIBILITY

8.32.1 CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT's subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

8.32.2 CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

8.32.3 COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

8.32.3.1 If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

8.32.4 If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

8.33 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, CONSULTANT and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of

offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

8.34 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the CONSULTANT certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

8.35 EFFECTIVE DATE.

This Contract is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

8.36 HUMAN TRAFFICKING AFFIDAVIT

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed Exhibit G, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

8.37 DIGITAL ACCESSIBILITY COMPLIANCE

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.
All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of

this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

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Project No.: Environmental Assessment Services
Project Name: P-2026-000044

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY; and an authorized official of the CONSULTANT has made and executed this Contract on behalf of the CONSULTANT.

ATTEST:

SHANNON RAMSEY-CHESSMAN, CLERK OF THE CIRCUIT COURT & COMPTROLLER AD INTERIM

By:_____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida, BOARD OF COUNTY COMMISSIONERS

By:_____
Sara Baxter, Mayor

APPROVED AS TO TERMS AND AND CONDITIONS

By:_____
Jennifer Ferriol, Director – FD&O

APPROVED AS TO LEGAL SUFFICIENCY

By:_____
Chief Assistant County Attorney

Project No.: P-2026-000044
Project Name: Environmental Assessment Services

WITNESS:

Candice Katz

Signature

Candice Katz

Name (type or print)

PARTNER ASSESSMENT CORPORATION DBA PARTNER ENGINEERING AND SCIENCE, INC.:
CONSULTANT

Signature

Frank S. Romeo, Jr.

Name (type or print)

President

Title



Detail by Entity Name

Foreign Profit Corporation
PARTNER ASSESSMENT CORPORATION

Filing Information

Document Number	F12000004705
FEI/EIN Number	20-8264379
Date Filed	11/19/2012
State	CA
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/18/2016

Principal Address

2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Mailing Address

2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Changed: 01/12/2024

Registered Agent Name & Address

CULLINAN, JAMES
307 CANES ROOST BLVD.
SUITE 2050
ALTAMONTE SPRINGS, FL 32701

Name Changed: 08/07/2020

Address Changed: 08/07/2020

Officer/Director Detail

Name & Address

Title CEO, Director

DERHAKE, JOSEPH P
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title VP, Director

DERHAKE, DANA
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title COO, Director

BURROLA, MONIQUE
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title President

Romeo, Frank S, Jr.
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title CFO

Goldberg, Marc
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title Chief Revenue Officer

Geiger, Bob
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title Chief Experience Officer

Redlin, Jenny
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title Chief Technology Officer

Liou, Tony
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title Chief People Officer

Marandola, Alison
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Annual Reports

Report Year	Filed Date
2024	01/12/2024

2025	02/20/2025
2026	04/10/2026

Document Images

04/10/2026 – ANNUAL REPORT	View image in PDF format
02/20/2025 – ANNUAL REPORT	View image in PDF format
01/12/2024 – ANNUAL REPORT	View image in PDF format
02/02/2023 – ANNUAL REPORT	View image in PDF format
01/26/2022 – ANNUAL REPORT	View image in PDF format
01/22/2021 – ANNUAL REPORT	View image in PDF format
08/07/2020 – Reg. Agent Change	View image in PDF format
01/29/2020 – ANNUAL REPORT	View image in PDF format
01/28/2019 – ANNUAL REPORT	View image in PDF format
01/15/2018 – ANNUAL REPORT	View image in PDF format
04/04/2017 – ANNUAL REPORT	View image in PDF format
10/18/2016 – REINSTATEMENT	View image in PDF format
01/06/2015 – ANNUAL REPORT	View image in PDF format
03/06/2014 – ANNUAL REPORT	View image in PDF format
04/18/2013 – ANNUAL REPORT	View image in PDF format
11/19/2012 – Foreign Profit	View image in PDF format



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Filing History

Fictitious Name Detail

Fictitious Name

PARTNER ENGINEERING AND SCIENCE, INC.

Filing Information

Registration Number	G13000033237
Status	ACTIVE
Filed Date	04/05/2013
Expiration Date	12/31/2028
Current Owners	1
County	SEMINOLE
Total Pages	3
Events Filed	2
FEI/EIN Number	20-8264379

Mailing Address

2154 TORRANCE BLVD.
SUITE 200
TORRANCE, CA 90501

Owner Information

PARTNER ASSESSMENT CORPORATION
2154 TORRANCE BLVD. SUITE 200
TORRANCE, CA 90501
FEI/EIN Number: 20-8264379
Document Number: F12000004705

Document Images

04/05/2013 -- Fictitious Name Filing	View image in PDF format
09/07/2023 -- Fictitious Name Renewal Filing	View image in PDF format
01/10/2018 -- Fictitious Name Renewal Filing	View image in PDF format

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Filing History

PARTNER
Assessment Corporation

300 Avenue of the Champions, Suite 160, Palm Beach Gardens, FL, 33418
www.partneresi.com | (561) 627-1810
Asbestos. ZA522

June 22nd, 2026

Palm Beach County BCC
Facility & Development Operations (FD&O)
2633 Vista Parkway
West Palm Beach, FL 33411

Subject: Partner Assessment Corporation
Contract for Consulting Services (Contract P-2026-000044 Environmental Assessment Services)

As President and authorized officer for Partner Assessment Corporation, doing business as Partner Engineering and Science, Inc. (herein referred to as "Partner"), I, Frank S. Romeo, Jr., authorize Partner's Principals Corey H. Myers, Steven Snyder, and William Marcus, to issue and/or execute the following Palm Beach County documents on behalf of Partner:

- Work Order Request
- Consultant Services Agreement (CSA)
- Invoices
- OSBD Forms
- Any other documents necessary to facilitate collection of accounts receivable

Please accept this letter as confirmation of the above authorization to Ms. Myers, Mr. Snyder, and Mr. Marcus.

Should you have any questions pertaining to this matter, please contact me at FRomeo@partneresi.com.

Sincerely,
Partner Assessment Corporation

Frank S. Romeo, Jr.
President

CONTRACT EXHIBIT A
AFFIRMATIVE PROCUREMENT INITIATIVES ("APIs") FOR CCNA PROFESSIONAL SERVICES CONTRACTS

The API(s) approved for this contract are selected below by ☒. Capitalized terms are defined as set forth in the SBD Ordinance. Also, see the SBD Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☐ **Waiver**

The Office of SBD has granted a waiver of the SBD Program API(s) for this contract.

☐ **Evaluation Preference for New SBE Prime Respondents for RFPs**

_____ Points (Up to 15 percent of total evaluation points) have been allocated for NEW SBE Prime respondents for this Contract.

Up to 15 percent (15%) of the total number of evaluation points allocated for selection of a Professional Services firm by the County shall be reserved for SBE prime respondents that have only received their first contract award with the County within the past year, or have not yet received a cumulative total of $1,000,000 or more in payments from the County for Professional Services rendered (whichever period of time is longer).

☐ **SBE Evaluation Preference for SBE Prime Respondents (Contracts less than $500,000)**

_____ Points (up to 15% of the total evaluation points) are available to SBE prime respondents

An SBE Evaluation Preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of proposals shall be reserved for SBE prime bidders on County Professional Services Contracts valued at less than $500,000.

☒ **SBE Evaluation Preference for SBE Participation (Contracts $500,000 or greater)**

__15__ Points (0 to 15% of the total evaluation points) shall be awarded based on the level of SBE dollar participation committed to on the prime respondent/bidder's team.

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to Professional Services Solicitations valued at $500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.)

☒ **SBE Subcontracting Goals for Professional Services**

A 20% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the Office of SBD shall reduce or waive this goal when there is inadequate availability of SBE prime and/or subcontractor firms.

Consultant committed to 25 % SBE utilization in its proposal and attached Schedule 1 and 2s.

CONTRACT EXHIBIT B
SCOPE OF WORK

The consultant shall provide to County professional consulting services for each project assigned under the continuing contract. The anticipated work may include, but is not limited to:

1. Phase I Environmental Site Assessments

Prior to completion of a transaction for County acquisition of land, due diligence in the form of Phase I Environmental Site Assessments may be required to evaluate any environmental liabilities associated with the subject property.

The Phase I ESA will comply with the latest edition of the American Society for Testing and Materials (ASTM) E-1527, "Standard Practice for Environmental Site Assessment Process", unless otherwise stated. The Phase I ESA shall include, at a minimum, a site inspection and surrounding one-quarter mile reconnaissance; a site location map; site map; U.S. Geological Survey (USGS) quad map; site photographs; interviews; regulatory documentation as supplement to a computer generated regulatory database; and document current and past use of the property from the present back to the property's first obvious use or to 1940, whichever is earlier. Any gaps or limitations in the use history of the site should be clearly identified in the report. The Consultant may also be directed to perform work tasks associated with ASTM E-1527, "Non-Scope Considerations" related to wetlands; regulatory compliance, cultural and historic resources, health and safety, ecological resources, well abandonment and endangered species as part of this contract.

2. Phase II Environmental Site Assessment

Based on the Phase I ESA, the County may require a Phase II ESA. The purpose of a Phase II ESA is to adequately resolve recognized environmental conditions (RECs) so that "the data provides sufficient information to support a professional opinion that there is no reasonable basis for suspecting the disposal or release of hazardous substances or petroleum products at the site with respect to the recognized environmental conditions assessed and that no further action is necessary or that with respect to the recognized environmental conditions assessed, hazardous substances or petroleum products have been released or disposed at the property (ASTM E-1903 Standard for Phase II Environmental Site Assessment Process)". A Phase II ESA may involve subsurface and/or obtrusive exploration and sampling of the soil and/or groundwater. Phase II ESA field related tasks may include, but not be limited to, the installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or direct push technologies and limited emergency response source removal activities (i.e. soil excavation, free product recovery).

3. Assessment/Corrective Actions

In instances where the County elects to assume the responsibilities for corrective actions,

the Consultant will provide all services within the scope of the practice of contamination assessment and remedial activities. These include, but are not limited to: investigations to delineate the extent of contamination of soils or sediments, surface waters or groundwater, evaluation of sampling data to develop risk-based, site-specific rehabilitation levels, source removal activities (including soil treatment and/or excavation and disposal), and remedial investigation/feasibility studies to select appropriate and cost effective remedial technologies and design to abate imminent hazards associated with emergency response incidents.

In addition, any required interface with regulatory agencies (federal, state, county) including preparation of applicable permit applications, negotiation of consent agreements, and presentation of investigation results may be required.

4. Petroleum Assessment/Remediation

In the event of a petroleum product discharge associated with County owned storage tanks, the consultant may provide the following professional services: assessment/remediation services, including initiating Initial Remedial Actions (IRA) at sites where free product is present, developing Site Assessment Reports (SAR) to determine the extent of contamination of soil, sediment, surface water or groundwater following a petroleum discharge (including engineering, geologic and hydrogeologic capabilities, developing justifications for alternative site rehabilitation levels, "no further action" proposals, Natural Attenuation Monitoring, or "monitoring only" proposals, source removal activities (including soil treatment and/or excavation and disposal) and design of remedial systems (including soil vapor extraction, bioventing, air sparging, bioremediation, pump and treat) aimed at addressing site-specific contamination concerns

5. Operation, Monitoring & Testing

In certain instances, the County may require short or long term operation, monitoring and testing at properties. The consultant may provide services for operation of environmental remediation equipment, monitoring and testing at properties involved in short or long term remediation of various types of contaminants. All sampling and testing is to be conducted in accordance with quality assurance standards prescribed by the FDEP. Operation, monitoring and test results will need to be evaluated to determine the necessity and justification to continue site rehabilitation when site contaminant levels have changed or dissipated.

6. Asbestos / Industrial Hygiene Surveys

At times, the County may need Asbestos / Industrial Hygiene Consulting Services, such as assessments, inspections, bulk sampling, air sampling, associated analysis of those samples, and general consultation, as it relates to renovation and demolition of structures within the County. Consulting businesses and laboratories shall be properly licensed and adhere to all applicable federal, state and local regulations, including but not limited to: EPA (NESHAP, AHERA), OSHA, NIOSH, NVLAP, and Florida Statutes.

CONTRACT EXHIBIT C
HOURLY RATES

Partner Engineering and Science, Inc.
Palm Beach County Environmental Services
Fee Schedule

Rates for 2026-2031

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Expert Witness Base Rate	100.00	3.000	300.00
Technical Director - III	94.00	3.000	282.00
Technical Director - II	75.00	3.000	225.00
Technical Director - I	70.00	3.000	210.00
Sr PM/Scientist/Professional Geologist/Professional Engineer - III	75.75	3.000	227.25
Sr PM/Scientist/Professional Geologist/Professional Engineer - II	65.75	3.000	197.25
Sr PM/Scientist/Professional Geologist/Professional Engineer - I	58.50	3.000	175.50
PM/Scientist/Geologist/Engineer - III	51.00	3.000	153.00
PM/Scientist/Geologist/Engineer - II	43.00	3.000	129.00
PM/Scientist/Geologist/Engineer - I	39.00	3.000	117.00
AUTOCAD Technician	41.00	3.000	123.00
Admin/Assist PM/Scientist/Geo/Engineer	36.00	3.000	108.00
Jr PM/Scientist/Geologist/Engineer	30.00	3.000	90.00

Multiplier Calculations

Salary	1.000
Fringe Benefits	0.201
Overhead	1.730
Subtotal	2.931
Profit (12.5%)	1.125
Total Multiplier	3.297

Contract Multiplier of 3.00 is provided per Resolution

Certification:
The above is true and correct to the best of my knowledge.

Signature 7/17/2026
Date

CFO
Name, Title

Palm Beach County FD&O Environmental Assessment Services Contract: P-2026-000044
Earthology Hourly Rate Schedule
July 20, 2026

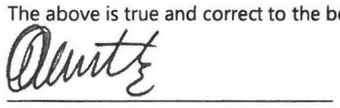
Description	Task	Hourly Rate	Multiplier	Rate
Labor				
Certified PWS Wetland Scientist, Principal Scientist, Senior Recreational Planner, Senior Chemist. Senior Environmental Scientist, Staff Environmental Engineer, Senior Wildlife Biologist	Wetland JDs, Mitigation, Recreational & Natural Resource Planning, Stormwater Management, Permitting, Compliance, Quality Assurance, scope	$65.00	3.00	$195.00
Level II - Wildlife Biologist, Chemist, Environmental Scientist.	Field Data Collection, Monitoring, Site Inspections, Report writing, Wetland Delineations, Permitting & Compliance applications, and reporting requirement documentation.	$45.00	3.00	$135.00
Senior Coastal Engineer, Senior Environmental Engineer	Contract Manager, Project Scope Development, Project Allocation and Management, Review, Surface Water Modeling, Water Quality Modeling	$95.00	3.00	$285.00
Senior Project Manager	Project Mgmt., Data Evaluation, Report preparation and Review	$75.00	3.00	$225.00
Senior Forester Certified	Forest Management, Fire Management, Vegetation Management, Silviculture, Endangered Species Management, Subcontractor supervision, Field Training and Supervision	$85.00	3.00	$255.00
Level III - Staff Forester	Field Data Collection, Field Training and Supervision, Vegetation Management, Participating in Prescribed burns	$65.00	3.00	$195.00
Program Manager, Senior Grant Manager	Grant Writing & Management, Public Meetings and Workshops, Stakeholder & Governmental Meetings	$95.00	3.00	$285.00
GIS Analyst	GIS Data Collection and Analysis, Mapping, Spatial Data Analysis, Cumulative Impacts Analysis	$55.00	3.00	$165.00
Administrative/Clerical	Data Processing & Report Assembly	$30.00	3.00	$90.00
Other Direct Costs				
Subcontractor	Graphics, Surveys, Sign and Sealed Plans, Models, Forestry and Vegetation Management contractors			At Cost
Equipment and Software	ATV, Boat, GPS systems, Field Monitoring and Sampling Equipment, Modeling, GIS analysis, Remote Sensing, Imagery Analysis software			At Cost
Mileage	In County			No Charge

Multiplier Calculations

Salary	1
Fringe Benefits	0.36
Overhead	1.37
Subtotal	2.73
Profit (10%)	0.27
Total Multiplier	3.00

Contract Multiplier of 3.00 is provided per Resolution.

Certification:
The above is true and correct to the best of my knowledge.



Signature

Prajakta (Raj) Kamthe, President
Name, Title

Jupiter Environmental Laboratories, Inc.
150 S. Old Dixie Highway
Jupiter, FL 33458

Partner Engineering & Science, Inc
300 Avenue of the Champions, St 160
Palm Beach Gardens, FL 33418

Product	Description	Quantity	Rate
BTEX/MTBE	8260	1 each	$65.00
VOAs	8260	1 each	$61.00
VOHs	8260	1 each	$65.00
VOCs	8260	1 each	$128.00
EDBs	504.1	1 each	$75.00
PAHs	8270SIM	1 each	$116.00
SVOCs	8270	1 each	$235.00
TRPH	FL PRO	1 each	$96.00
OCPs	8081	1 each	$115.00
PCBs	8082	1 each	$90.00
Metals excluding Hg & B	200.8 6020	1 each	$21.00
Mercury (Hg)	200.8 6020	1 each	$33.00
Boron (B)	200.8 6020	1 each	$33.00
4 RCRA Metals	200.8 6020	1 each	$82.00
8 RCRA Metals	200.8 6020	1 each	$151.00
Lab Filter-Dissolved Metals		1 each	$18.00
Asbestos - PLM	Layers 1-3	1 each	$23.00
Asbestos PLM 4+	Layers >4	$1 extra per layer >4	$24.00
Lead in Paint Chips	6020	1 each	$37.00
Percent Solids	2540	1 each	$6.00
Environmental Impact Fee per invoice		1 each	$20.00
Sample Disposal Fee per sample		1 each	$6.00
Environmental Impact Fee per Invoice/JEL #		1 each	$20.00
Sample Log-in and hold fee		1 each	$6.00

Prices are good through December 31, 2029

Effective January 2026

Ref: Basic Unit Rates for JAEE Environmental Services

ITEM	Unit	Rate
Geoprobe services	one day	$2000.00
Geoprobe services	half day	$1200.00
Prepacked screen 5' length	each	$200.00
Riser (.75 - 2" id, 5' length)	each	$50.00
Screen (.75 - 2" id, 5' length)	each	$50.00
Well completions	each	$300.00
Augured wells complete <15'	each	$1500.00
Augured wells complete >15'<25'	each	$2500.00
Temp wells (1' id, 15'td, 10' screen)	each	$300.00
Well abandonment (1-2" id)	foot	$20.00
Well abandonment (3-4" id)	foot	$30.00
Well abandonment (5-6" id	foot	$50.00
Pad removal	each	$300.00
Injection	day	$2500.00
Drums	each	$75.00
Mobilization (depends on location)		$600.00
Per diem		$400.00

If you have any questions, please feel free to contact me.

Sincerely,

Willie Smitherman
President

FEE SCHEDULE

PBCFDO Environmental Assesment

Subconsultant : Tierra South Florida, Inc.

TITLE	BURDENED RATE ($/HR)
Principal Engineer	$335.00
Chief Engineer	$298.00
Senior Engineer	$272.00
Project Manager	$254.00
CADD	$170.00
Sr. Engineering Tech.	$128.00
Inspector	$110.00
Field & Laboratory Testing Fees:	
Soil Testing:	
Field Density Test (five [5] minimum)	$55.00/test
Proctors	$130.00/test
Florida Bearing Value Test	$55.00/test
Limerock Bearing Ratio Test	$500.00/test
Atterberg Limit Test	$105.00/test
Carbonate Content Test	$125.00/test
Organic Content Test	$95.00/test
Corrosion Series	$225.00/test
Soil Observation (On Site)	$Staff
Natural Sample Moisture Content	$35.00/test
Unit Weight and Moisture Content (Undisturbed Sample)	$85.00/test
Concrete & Masonry Materials:	
Concrete Compression test (Min. four [4] cylinders per trip) -Prepare cylinders & slump test on site, and deliver to lab	$175.00/set
Additional Concrete cylinders	$30.00/cyl.
Concrete Compression test only [delivered to lab	$30.00/cyl.
Slump test	$30.00/ea.
Air Content Test	$35.00/ea.
Stand-by	$Staff
Grout Prism (Six [6] per set) - Includes preparation of Prism on site	$95.00/set
2" x 2 Mortar Cubes (Six [6] per set) - Includes preparation of Cubes on site	$95.00/set
Additional Mortar cubes	$30.00/ea.
Masonry Units: Compressive Strength	$95.00/unit
Masonry Units: Absorption	$60.00/unit
Concrete Cores (Min. 3) – Secure, trim & test	$105.00/core
Concrete Cores (Min. 3) - Testing of core [delivered to lab (Incl. Trim)]	$65.00/core
Swiss Hammer Testing	$Staff
Windsor Probe Test (Min. 3 shots)	$165.00/test
Additional Windsor Probe Tests	$110.00/test

Aggregate Testing:	
Grain size determination: Full grain size (8 sieves)	$90.00/test
Grain size determination: Wash through (#200)	$65.00/test
Sieve Analysis – Coarse Aggregate	$65.00/test
Specific Gravity & Absorption of Fine or Coarse Aggregate	$90.00/test
Asphalt Testing:	
Asphalt Cores (obtaining core samples)	$200.00/ea.
Asphalt Extraction & Gradation	$195.00/ea.
Asphalt Density and Thickness	$40.00/ea.
Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	$185.00/ea.
Coring Machine plus Generator Rental	$450.00/trip
Superpave Resolution Testing - Gyratory Compaction, bulk specific gravity	$175.00/ea.
Superpave Resolution Testing - Rice Testing	$120.00/ea.
Field Explorations/Investigations:	
Auger Borings	$13.00/ft.
Hand Augers	$Staff
Standard Penetration Test Borings - Truck Rig (0' – 50')	$17.00/ft.
Standard Penetration Test Borings - Truck Rig (51' – 100')	$19.00/ft.
Grout-Seal Boreholes - 0' – 50'	$9.00/ft.
Grout-Seal Boreholes - 51' – 100'	$10.00/ft.
Casing Allowance - 0' – 50'	$10.00/ft.
Casing Allowance - 51' – 100'	$12.00/ft.
Support Truck	$200.00/day
Muck Probing (4 hr. min.) (2-man crew)	$Staff
Mobilization of Truck rig to project (Min. Charge) – 50-mile travel	$500.00/ea.
Mobilization of Truck rig to project (Min. Charge) – 100-mile travel	$600.00/ea.
Mobilization of Track rig to project (Min. Charge)	$2,000.00/ea.
Miscellaneous Service:	
Percolation Test	$500.00/test
Double Ring Infiltrometer test	$950.00/test
Install Monitoring Well, 25' Depth	$50.00/LF
Plug & Abandon Monitoring Well, 25' depth	$2,500.00/well
MOT (Maintenance of Traffic)	$2,000.00/set-up

The rates shown above for the Subconsultant shall be the basis of all fee proposals and efforts for each written Task Authorization. These rates given are fully burdened. All multipliers have been applied.

NAME: Engenuity Group, Inc.

ADDDRESS: 1280 N. Congress Avenue, Suite 101, West Palm Beach, FL 33409

Land Surveying Fee Schedule

Hourly Rates

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	$100.00	3.000	$300.00
Department Director	$83.00	3.000	$249.00
Sr. Project Land Surveyor	$57.00	3.000	$171.00
Project Land Surveyor	$44.00	3.000	$132.00
AutoCAD/GIS Technician	$50.00	3.000	$150.00
3 Person Survey or SUE Crew	$75.00	3.000	$225.00
2 Person Survey Crew	$60.00	3.000	$180.00
Clerical, Support Staff , Administration	$33.00	3.000	$99.00

Multiplier Calculations

Salary		1.000
Fringe Benefits		0.233
Overhead		1.590
Subtotal		2.823
Profit (10 %)		0.282
Total Multiplier		3.105

Contract Multiplier of 3.105 is provided per Resolution.
*PBC Caps Multipliers @ 3.0

Certification:
The above is true and correct to the best of my knowledge .



Signature 7/28/2026
Date

C. Andre Rayman, PSM, Treasurer
Name, Title

CONTRACT EXHIBIT D

OSBD SCHEDULES 1 & 2

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Design Professional Consulting Services - Environmental Assessment Services

SOLICITATION/PROJECT/BID NO.: P-2026-000044

SOLICITATION OPENING/SUBMITTAL DATE: April 10, 2026

COUNTY DEPARTMENT: Palm Beach County FD&O

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

ADDRESS: 300 Avenue of the Champions, Suite 160. Palm Beach Gardens, FL 33418

CONTACT PERSON: Steven A. Snyder

PHONE NO.: 561-660-8675

E-MAIL: ssnyder@partneresi.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 70%

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☑ SBE ☐

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1. Earthology LLC	☐	☑	7%
2. Jupiter Environmental Laboratories , Inc.	☐	☑	10%
3. JAEE Environmental Services, Inc.	☑	☐	5%
4. Tierra South Florida , Inc.	☐	☑	5%
5. Engenuity Group, Inc.	☐	☑	3%

(Please use additional sheets if necessary)

Total 30 %

Total Bid/Offer Price $ 100%

Total Certified SBE Participation $ 25%

I hereby certify that the above information is accurate to the best of my knowledge: Steven A. Snyder — Contract Manager

Name & Authorized Signature — Title

Note:
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
3. Modification of this form is not permitted and will be rejected upon submittal.
4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Design Professional Consulting Services - Environmental Assessment Services

Prime Contractor: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. Subcontractor: Earthology, LLC

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 1/27/25 - 1/26/28

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Environmental Engineering				7%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

Print Name of Prime

By: _____

Authorized Signature

Steven A. Snyder

Print Name

S.E. Regional Manager/Contract Manager

Title

Date: 6/22/26

Earthology, LLC

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Prajakta Kamthe

Print Name

President

Title

Date: 06/22/2026

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Design Professional Consulting Services - Environmental Assessment Services

Prime Contractor: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. Subcontractor: Jupiter Environmental Laboratories, Inc.

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 8/22/23 - 8/21/26.

SBE PARTICIPATION – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Laboratory Analysis				10%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

Print Name of Prime

By: _____

Authorized Signature

Steven A. Snyder

Print Name

S.E. Regional Manager/Contract Manager

Title

Date: 6/26/26

Jupiter Environmental Laboratories, Inc.

Print Name of Subcontractor/subconsultant

By: Kacia Baldwin Digitally signed by Kacia Baldwin Date: 2026.06.26 12:28:51 -04'00'

Authorized Signature

Kacia Baldwin

Print Name

VP of Operations

Title

Date: 06/26/26

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Design Professional Consulting Services - Environmental Assessment Services

Prime Contractor: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. Subcontractor: JAEE Environmental Services, Inc.

(Check box(s) that apply)

☐ SBE ☑ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): N/A

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Driller				5%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

Print Name of Prime

By: _____ **Authorized Signature**

Steven A. Snyder

Print Name

S.E. Regional Manager/Contract Manager

Title

Date: 6/22/26

JAEE Environmental Services, Inc.

Print Name of Subcontractor/subconsultant

By: _____ **Authorized Signature**

Erin Fromm

Print Name

Vice President

Title

Date: 6/22/26

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Design Professional Consulting Services - Environmental Assessment Services

Prime Contractor: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. Subcontractor: Tierra South Florida, Inc. DBA TSF Geo

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 10/25/24 - 10/24/27.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Drilling				5%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

Print Name of Prime

By: _____

Authorized Signature

Steven A. Snyder

Print Name

S.E. Regional Manager/Contract Manager

Title

Date: 6/22/26

Tierra South Florida, Inc. DBA TSF Geo

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Raj Krishnasamy, PE

Print Name

President

Title

Date: 6/26/2026

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Design Professional Consulting Services - Environmental Assessment Services

Prime Contractor: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. Subcontractor: Engenuity Group, Inc.

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 1/5/25 - 1/4/28.

SBE PARTICIPATION – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Surveying				3%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

Print Name of Prime

By: _____ Authorized Signature

Steven A. Snyder

Print Name

S.E. Regional Manager/Contract Manager

Title

Date: 6/22/26

Engenuity Group, Inc.

Print Name of Subcontractor/subconsultant

By: _____ Authorized Signature

Adam C. Swaney, PE

Print Name

President

Title

Date: 6/22/2026

CONTRACT EXHIBIT E
INSURANCE CERTIFICATES

PARTASS-01 ASHUNN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/25/2026

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 License # 0M63276
Gallant Risk and Insurance Services
4160 Temescal Canyon Rd. Suite 214
Corona, CA 92883

CONTACT NAME:
PHONE (A/C, No, Ext): (951) 368-0700 FAX (A/C, No): (951) 368-0707
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Axis Surplus Insurance Company	26620
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Westfield Specialty Insurance Company	24112
INSURER D : Travelers Property Casualty Company of America	25674
INSURER E :	
INSURER F :	

INSURED
Partner Assessment Corporation dba Partner Engineering & Science, Inc.
2154 Torrance Blvd., #200
Torrance, CA 90501

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	SP004650062026	9/27/2026	9/27/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X $25,000 Deductible						MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			8100X771722	9/27/2026	9/27/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			EFX570442P00	9/27/2026	9/27/2027	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0						Follow Form	$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A	X	UB0X817777	9/27/2026	9/27/2027	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 E&O			SP004650062026	9/27/2026	9/27/2027	Each Claim/Aggregate	1,000,000
A	Pollution Liability			SP004650062026	9/27/2026	9/27/2027	Each Occ/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Continuing Contract for Environmental Assessment Services

Professional E&O Deductible - $100,000

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, agents, and Employees are included as additional insured with respects to the general liability per the attached policy form. Coverage is primary and non-contributory. Waiver of subrogation applies.

CERTIFICATE HOLDER

Palm Beach County, Board of county Commissioners
c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Annie Shunn

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CONTRACT EXHIBIT F

CONFLICT OF INTEREST DISCLOSURE FORM(S)

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Steven A Snyder, as (Title/Position:) Principal of (Name of Firm:) Partner Assessment Corporation who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

July 6, 2026
Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

None

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) PRAJAKTA KAMTHE, as (Title/Position:) PRESIDENT of (Name of Firm:) EARTHOLOGY. LLC who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

07/06/2026
Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

_____

_____

_____

_____

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Kacia Baldwin, as (Title/Position:) VP of Operations of (Name of Firm:) Jupiter Environmental Laboratories, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Kacia Baldwin Digitally signed by Kacia Baldwin Date: 2026.07.06 11:09:28 -04'00'

_____

Signature

07/06/2026

_____

Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

_____

_____

_____

_____

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Erin Fromm, as (Title/Position:) Vice President of (Name of Firm:) JAEE Environmental Services, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

_____
Signature

7/6/26
_____
Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

N/A

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Raj Krishnasamy, PE, as (Title/Position:) President of (Name of Firm:) Tierra South Florida, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

7/6/2026

Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

_____

_____

_____

_____

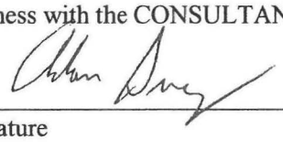
(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Adam C. Swaney, PE, as (Title/Position:) President of (Name of Firm:) Engenuity Group, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

7/6/2026

Date

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **Partner Assessment Corporation** (ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Steven A. Snyder, Principal | SE Regional Manager - Environmental Solutions Group
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 6th day of July 2026, by Steven Snyder.

Personally known ☑ OR produced identification ☐.

Type of identification produced —.

NOTARY PUBLIC
My Commission Expires: 6/20/2030
State of Florida at large

MIRIAM DE SANTIAGO
Commission # HH 769979
Expires June 20, 2030

(Notary Seal)

Ref.: Contract for Consulting Services (P-2026-000044 Environmental Assessment Services)

ATTACHMENT #2

DISCLOSURE OF OWNERSHIP INTERESTS

TO: **PALM BEACH COUNTY CHIEF OFFICER,**
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared Frank S. Romeo, Jr., by means of [✓] physical presence OR [ ] online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[ ] an individual ***or***
[✓] the President of Partner Assessment Corp. dba Partner Engineering and Science, Inc.
[position—e.g., sole proprietor, president, partner, etc.] *[name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]*.
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 929 Asbury Avenue, Asbury Park, NJ 07712

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Frank S. Romeo, Jr., Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of [✓] *physical presence OR* [ ] *online notarization this* 22nd *day of* June, 20 26, *by* Frank S. Romeo, Jr., *[Y] who is personally known to me or [ ] who has produced* _____ *as identification and who did take an oath.*

CANDICE A. KATZ
Notary Public, State of New Jersey
Comm. # 2402932
My Commission Expires 12/9/2030

Candice Katz
Notary Public
Candice Katz
(Print Notary Name)
State of Florida at Large
My Commission Expires: 12/9/2030

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
Joseph Derhake (34.59%)	511 25th Street, Hermosa Beach, Ca 90254
Dana Derhake (30.79%)	511 25th Street, Hermosa Beach, Ca 90254
Jennifer (Kernen) Redlin (8.249%)	11 OCEANAIRE DR RANCHO PALOS VERDES CA 90275

ATTACHMENT #3

Form Res. 04/02/26

CONTRACT FOR CONSULTING SERVICES PROFESSIONAL

ENVIRONMENTAL ASSESSMENT SERVICES

ON A CONTINUING CONTRACT BASIS

P-2026-000044

UES Professional Solutions, LLC

(Non-Federal)

Form Res. 04/02/26

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Form Res. 04/02/26

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Form Res. 04/02/26

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CONTRACT FOR CONSULTING SERVICES PROFESSIONAL
ON A CONTINUING CONTRACT BASIS
Project Name: EVIRONMENTAL ASSESSMENT SERVICES
Project No.: P-2026-000044
(hereinafter the "Project")

This Contract (hereinafter "Contract') is made as of 11.10.26 by and between **PALM BEACH COUNTY,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and UES Professional Solutions, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT, whose Federal I.D. number is 59-1117804.

WHEREAS, the COUNTY desires to hire CONSULTANT to provide professional services on an as needed continuing basis as described in this Contract;

WHEREAS, the COUNTY has selected CONSULTANT pursuant to the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA) and related County policies and procedures;

WHEREAS, this Contract is a "Continuing Contract" pursuant to the CCNA which provides that the County may award projects to the Design Professional that are within the maximum dollar amounts for continuing contracts as provided in the CCNA. Should the CCNA be amended in the future to increase the maximum dollar amounts for continuing contracts, this Contract shall be deemed to be automatically likewise amended. (Presently, the CCNA allows professional design services under a continuing contract where the construction costs for each individual project assigned do not exceed $7.5 million, and services for a study activity when the fee for each study assigned does not exceed $500,000);

WHEREAS, negotiations pertaining to the services to be performed by the CONSULTANT were undertaken with the CONSULTANT, and this Contract incorporates the results of such negotiations

NOW, THEREFORE, in consideration of the mutual promises and consideration contained herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1 - DEFINITIONS

Additional Services: services requested under an existing Consultant Services Authorization that are not described in Basic Services. Additional Services may be authorized through the execution of a Supplement to a Consultant Services Authorization.

Approval/Acceptance/Authorization: when referring to COUNTY's approval, acceptance or authorization, such shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but

only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred by the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

Basic Services: all services described under Section 2 of this Contract and/or in the Scope of Work attached hereto as **Exhibit B** and/or included in the CSA for each project.

Board or BCC: means the Board of County Commissioners of Palm Beach County Florida which is the governing body of the COUNTY.

Construction/Contract Documents: means the contract documents of the Contractor for each project and shall include, but not be limited to the Advertisement for Bids, Instructions to Bidders, OSBD Schedules, Bid Proposal, Bid Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification of Substantial Completion, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Design Documents whether preliminary or final, Engineering Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Construction Documents.

Consultant: the firm selected to perform the services under this Contract.

Consultant Contract or Contract: consists of this Contract, the OSBD forms when completed by the Consultant, the Request for Proposals, Consultant's proposal and presentation, any CSAs and Supplements to a CSA when executed and any notice to proceed under the Contract or a CSA or a Supplement; all of which are incorporated herein by reference.

Consultant Services Authorization or CSA: a document issued pursuant to this Contract that assigns a project or task under this Contract to the CONSULTANT which includes an agreed upon scope of work, payment terms, schedule, deliverables and other project requirements.

Contractor: the person, firm, corporation or other entity who enters into an agreement with the COUNTY to perform the construction work for a project.

County Representative: The Director of the COUNTY's Capital Improvements Division.

Governing Order of the Contract: is defined to be as follows: The Contract includes various documents which are essential parts for the services to be provided by the Consultant. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project. In case of discrepancy, the following precedence will govern the interpretation of the Contract:

1. This Contract and any amendments to this Contract;
2. The OSBD forms when completed by the Consultant;
3. CSAs and Supplements to a CSA;
4. Notices to Proceed;
5. Request for Proposals;
6. Consultant's proposal and presentation.

In the event that any conflicts cannot be resolved by reference to this "Governing Order of the Contract" definition, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract.

Observe, Observation(s), Visit(s): site visits by the CONSULTANT to determine if construction is being performed in compliance with the Construction/Contract Documents and to determine if the contractor is progressing according to the Project Schedule.

OSBD or Office of SBD: means the COUNTY's Office of Small Business Development.

Professional Services or Services of a Design Professional: has the meaning set forth in Florida Statutes Section 287.055, and means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state of Florida.

SBE: A business located in Palm Beach County Florida which meets the criteria and eligibility requirements of the COUNTY's Small Business Development (SBD) Program pursuant to Palm Beach County Code Section 2-80.20 through 2-80.28, as may be amended, and which is certified by the COUNTY's Office of SBD.

Supplement: an amendment to an existing Consultant Services Authorization.

The Project: shall mean each project assigned to the CONSULTANT under this continuing Contract.

Capitalized terms not defined in this Contract will have the meaning defined in the Construction/Contract Documents.

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 GENERAL.

2.1.1 Basic Services. CONSULTANT shall provide to COUNTY professional services for all phases of a project assigned under this continuing Contract as hereinafter provided in this Section 2 (the Basic Services). These services will include providing professional engineering and/or architectural consultation and advice and furnishing customary civil, structural, mechanical, electrical, and plumbing engineering and/or architectural services, surveying, geotechnical services, and regulatory services incidental thereto, as well as any specialty subconsultant services necessary to complete the required Scope of Work for each project assigned under this Contract.

2.1.2 Scope of Work. The services of this Contract may include a series of many separate individual task or projects as generally described in **Exhibit B** (Scope of Work). Task assignments will be subject to scope definition and determination of level of

effort on a task-by-task basis. During the term of this Contract, the COUNTY may require services that are expected to be more extensive in scope or a different nature than contemplated under this Contract. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understand that the relationship between CONSULTANT and COUNTY under this Contract shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in participating in the selection process for a consultant to provide such additional services.

2.1.3 Assignment of Work. Assignment of tasks to the CONSULTANT will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The COUNTY may enter into similar contracts with other consultants to provide the same or similar services during the term of this Contract.

2.1.4 CSA. Each task performed under this Contract will be assigned to the CONSULTANT for accomplishment by a separate written Consultant Service Authorization. For each task or project, COUNTY will require CONSULTANT to provide a proposed written Scope of Work including schedule and cost, for COUNTY review. Upon mutual agreement of the CSA Scope of Work, schedule and cost (lump sum fee or not-to-exceed amount arrived at in accordance with Section 6 of this Contract), COUNTY will issue a CSA and a notice to proceed for each assigned task or project. The types of individual projects or tasks to be assigned to CONSULTANT under this Contract may include, but not necessarily limited to those generally described on **Exhibit B.**

2.1.5 Design Manual. In the performance of this Contract, the CONSULTANT shall become familiar with and perform such services in accordance with the Policy and Procedures Manual (Manual) for Design Professionals, latest edition, prepared by COUNTY. If CONSULTANT fails to comply with the Manual, it shall redesign in compliance with the Manual at no additional cost to the COUNTY.

2.1.6 Progress Reports. The CONSULTANT shall provide progress reports in a format acceptable to the COUNTY during each phase of each project assigned under this Contract at intervals established by the COUNTY. However, the COUNTY is entitled at all times to be advised of the status of the CONSULTANT's work and the details thereof and may request a progress report at any time.

2.1.7 Disputes and Specific Performance. All services will be performed by the CONSULTANT to the satisfaction of the COUNTY's Representative or his designee. In accordance with the Governing Order of the Contract, the COUNTY will decide all questions, difficulties and disputes of any nature whatsoever that

may arise under or by reason of the Contract, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. At all times the CONSULTANT shall continue to perform the services required under this Contract and maintain its Project Schedule for each project. In no event will the filing of a claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the services required hereunder.

2.1.8 VSS Registration Required. Prior to beginning work, CONSULTANT must register in the County's Vendor Self Service ("VSS") system at https://pbcvssp.pbc.gov/vssprd/Advantage4. If CONSULTANT intends to use subconsultants, CONSULTANT must also ensure that all subconsultant agreements must include a contractual provision requiring that the subconsultant register in VSS.

2.1.9 CONSULTANT must use project management software when and as requested by the COUNTY.

2.2 STUDY AND REPORT PHASE OR SCHEMATIC DESIGN PHASE.

2.2.1 Study and Report Phase. For Engineering Projects: If required as part of the CSA Scope of Work and after written authorization to proceed:

2.2.1.1 Project Review. The CONSULTANT shall a consult with COUNTY to clarify and define COUNTY'S requirements for the project and review available data and shall arrive at a mutual understanding of such requirements with the COUNTY.

2.2.1.2 Resources. The CONSULTANT shall advise COUNTY as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of CONSULTANT's services under this Contract, and assist COUNTY in obtaining such data and services.

2.2.1.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the project.

2.2.1.4 Approvals. The CONSULTANT shall identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate with COUNTY in consultations with such authorities.

2.2.1.5 Needs Analysis. The CONSULTANT shall provide analyses of the COUNTY's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

2.2.1.6 Economic Analysis. The CONSULTANT shall provide a general economic analysis of the COUNTY's requirements applicable to various alternatives.

2.2.1.7 Report. The CONSULTANT shall prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY, and setting forth CONSULTANT's findings and recommendations (the "Study and Report"). This Study and Report will be accompanied by CONSULTANT's opinion of probable construction costs for the project.

2.2.1.8 Copies. The CONSULTANT shall furnish five copies of the Study and Report documents and review them in person with COUNTY.

2.2.2 Schematic Design Phase. For Architectural Projects: If required as part of the CSA Scope of Work and after written authorization to proceed:

2.2.2.1 Program Review. The CONSULTANT shall review the program (if one is provided by the COUNTY), to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with the COUNTY.

2.2.2.2 Evaluation. The CONSULTANT shall provide a preliminary evaluation of the COUNTY's program, schedule and construction budget requirements, each in terms of the other.

2.2.2.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the project.

2.2.2.4 Documents. Based on the mutually agreed upon program, schedule and construction budget requirements, the CONSULTANT shall prepare for approval by the COUNTY, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of project components ("Schematic Design Documents").

2.2.2.5 Number. The CONSULTANT shall furnish five (5) copies of the Schematic Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with the COUNTY.

2.2.2.6 Permit List. Concurrent with the completion of the schematic design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the CONSULTANT must submit applications for each in order to meet Project Schedule requirements. The CONSULTANT shall 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit or regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

2.3 PRELIMINARY DESIGN PHASE OR DESIGN DEVELOPMENT PHASE.

2.3.1 Preliminary Design Phase. For Engineering Projects: If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.3.1.1 Project Scope. In consultation with COUNTY and on the basis of the accepted Study and Report documents, the CONSULTANT shall assist in determining the general scope, extent and character of the project.

2.3.1.2 Documents. The CONSULTANT shall prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the project (Preliminary Design Documents).

2.3.1.3 Resources. The CONSULTANT shall advise COUNTY, in writing, if additional data or services required for the completion of CONSULTANT's services under this Contract are necessary and assist COUNTY in obtaining such data and services.

2.3.1.4 Construction Costs. Based on the information contained in the Preliminary Design Documents, the CONSULTANT shall submit a revised opinion of probable Construction Costs. See Section 7 for further requirements on Construction Costs.

2.3.1.5 Copies. The CONSULTANT shall furnish five (5) copies of the above Preliminary Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with COUNTY.

2.3.1.6 Permit List. The CONSULTANT shall be responsible for assisting the COUNTY in securing approvals required to construct each project assigned under this Contract. Prior to completion of the conceptual design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the contractor must submit applications for each, in order to meet the Project Schedule requirements. The CONSULTANT shall: 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit and regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

2.3.2. Design Development Phase. For Architectural Projects: If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.3.2.1 Documents. Based on the approved Preliminary Design Documents or the approved Schematic Design Documents, as the case may be, and any adjustments authorized by the COUNTY in the program, schedule or construction budget, the CONSULTANT shall prepare for approval by the COUNTY design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to architectural, civil, structural, mechanical and

electrical systems, materials and such other elements as may be appropriate ("Design Development Documents").

2.3.2.2 Number. The CONSULTANT shall furnish five (5) copies of the Design Development Documents (2 full size and 3 reduced size) and electronic files in pdf and present and review them in person with the COUNTY at 100% completion status.

2.3.3 Public Art and Design. If required as part of the CSA Scope of Work and after written authorization to proceed:

2.3.3.1 AIPP. CONSULTANT acknowledges that the COUNTY has established an Art in Public Places Program (AIPP) in order to integrate art into capital projects and to integrate artist's design concepts into the overall project design. Artist(s) are selected by the COUNTY through an independent process.

2.3.3.2 Cooperation. CONSULTANT shall cooperate with the artist(s) and include the artist(s) in the preliminary design and design phases of a project for the purpose of properly incorporating the artist's design(s) into the design of the project. CONSULTANT shall notify the artist(s) in writing of all design meetings and shall provide the artist(s) with a schedule of milestone dates. The artist's design, as properly incorporated into the design of the project, shall be permitted as part of the master site or facility plan. CONSULTANT shall ensure that subconsultants, if any, are made aware of the AIPP and the possible requirement of working with the artist(s).

2.4 CONSTRUCTION DOCUMENT PHASE.

If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.4.1 Documents. Based on the approved Preliminary Design Documents or the approved Design Development Documents, as the case may be, and any further adjustments in the scope of the project or in the construction budget authorized by the COUNTY, the CONSULTANT shall prepare, for approval by the COUNTY, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project. Drawings shall be prepared using AutoCAD. Specifications shall be organized and prepared in accordance with Construction Specifications (CSI) Institute's Manual of Practice.

2.4.2 Review. The CONSULTANT shall review the COUNTY furnished front-end documents, general conditions, and technical specifications and advise the COUNTY of any conflicts or inconsistencies with CONSULTANT's specifications.

2.4.3 Permit List. The CONSULTANT shall provide the COUNTY with a status report on all approvals and permits required to construct the project which includes confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the CONSULTANT.

2.4.4 Construction Cost Update. The CONSULTANT shall advise COUNTY of any adjustments to the latest opinion of probable Construction Costs caused by changes in general scope, extent or character or design requirements of the project and furnish to COUNTY a revised opinion of probable Construction Costs based on the drawings and specifications, at the 95% CD submittal. The estimate shall be in CSI format. Refer to Section 7 for further information on Construction Costs.

2.4.5 Number. The CONSULTANT shall furnish five (5) copies (2 full size and 3 reduced size) and electronic files in pdf of the above Construction Documents and of the drawings and specifications and review them in person with the COUNTY at 50%, 95% and 100% completion status. The CONSULTANT shall respond in writing, to any comments given by the COUNTY in writing to the CONSULTANT. On the basis of the accepted 95% Construction Documents, the CONSULTANT shall prepare three (3) sets of signed and sealed Construction Documents, or electronically signed and sealed documents if acceptable to the authority having jurisdiction for permitting purposes. The CONSULTANT shall provide corrections and/or changes required by the permitting agency at no additional cost to the COUNTY (100% Construction Drawings).

2.4.6 Format. The CONSULTANT shall provide reproducibles and a digital copy of the approved construction plans (CAD and pdf files) and a master set of technical specifications (both hard copy and in pdf format) for the COUNTY's use to issue bidding documents. CONSULTANT shall deliver interim copies in electronic format if requested by the COUNTY.

2.4.7 Asbestos. CONSULTANT shall not specify any materials which contain asbestos. CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have reasonably known.

2.4.8 Delegation. CONSULTANT shall not delegate any design services to the construction Contractor unless specific approval is given by the COUNTY in advance, in writing. When design/build services are approved by COUNTY, CONSULTANT shall clearly state in the Construction Documents what performance and design criteria must be satisfied by the Contractor.

2.4.9 Competition. Construction Documents shall be prepared that enhance competitive bids. Unless authorized in writing by COUNTY, specifications for equipment shall be written in the descriptive style and be non-restrictive in product manufacturer selection. A minimum of three (3) manufacturers or vendors shall be included for each product specified and the Contractor shall be allowed to propose substitutions unless an exception is approved by the COUNTY.

2.4.10 Construction Schedule. Prior to the initiation of the bidding or negotiation phase of each project with potential Contractors or applicable trades, CONSULTANT shall

develop a project schedule for each project assigned setting forth the reasonably anticipated timing of completion of major project milestones. The construction schedule shall set forth a description of the progress of the work that is adequate to inform potential Contractors and all trades of COUNTY's expectations for timely completion of the project.

2.4.11 Preparation of Bid Packages. CONSULTANT shall organize the Construction Documents by customary divisions or to otherwise efficiently identify the work of respective trade to facilitate bids from each trade and class of suppliers required for each the project assigned.

2.5 BIDDING OR NEGOTIATING PHASE.

If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.5.1 Pre-Bid Meeting. The CONSULTANT shall attend the pre-bid meeting in order to answer questions with regard to design documents or specifications that the CONSULTANT has developed. If official written clarifications are necessary, the COUNTY will issue an addendum to the bidding documents, and the CONSULTANT will assist the COUNTY by recommending language for any addenda that clarifies the CONSULTANT's design.

2.5.2 Substitutions. The CONSULTANT shall consult with the COUNTY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents. However, it is the COUNTY's decision on whether or not a substitution will be allowed.

2.5.3 As-Bid Set. Within 20 days after bid opening, the CONSULTANT shall provide to COUNTY specification sections and drawings updated to reflect changes made by Addendum ("As-Bid Set").

2.5.4 CM. The COUNTY may select a construction manager for a project (the Construction Manager or CM), and the CONSULTANT shall coordinate its services hereunder with the Construction Manager. Nothing in the CM contract will confer direct responsibility on the Construction Manager for the CONSULTANT's services, nor shall anything contained therein diminish CONSULTANT's responsibility for its services as set forth hereunder.

2.5.4.1 Guaranteed Maximum Price (GMP). At the completion of each phase of design, COUNTY will furnish CONSULTANT with either a cost estimate or a guaranteed maximum price proposal (GMP) prepared by the Construction Manager based upon the design prepared by the CONSULTANT. If the cost estimate is over the stated budget for the Project or if COUNTY does not accept the Construction Manager's GMP proposal, the CONSULTANT shall participate with the COUNTY and Construction Manager in constructability

reviews and shall revise the documents as necessary and as approved by the COUNTY in order to construct the project within the budget. The CONSULTANT shall participate with the COUNTY in reviewing the final GMP proposal documents, together with its supporting assumptions, clarifications, and contingencies.

2.5.4.2 Revisions. After the GMP has been accepted by the COUNTY, the CONSULTANT shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the GMP.

2.6 CONSTRUCTION ADMINISTRATION PHASE.

If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.6.1 General Administration of Construction Contract. CONSULTANT shall consult with and advise COUNTY during construction within the limits of the Construction Documents.

2.6.2 Visits to Site and Observation of Construction.

2.6.2.1 Meetings. CONSULTANT shall attend the pre-construction conference to answer questions on the CONSULTANT's design and specifications, assist the COUNTY in conducting progress meetings, and record meeting minutes.

2.6.2.2 Site Visits. CONSULTANT and its subconsultants, as necessary, shall make periodic and regular, but no less than once every other week, visits to the site, at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe, as an experienced and qualified design professional, the progress, quality and timely performance of the various aspects of Contractor's work relative to the plans and specifications prepared by the CONSULTANT. Based on information obtained during such visits and on such observations, CONSULTANT shall verify and determine if such work is proceeding in accordance with the Construction/Contract Documents and Contractor's schedule and CONSULTANT shall keep COUNTY informed of the progress of the work. Written reports of CONSULTANT's visits shall be provided to COUNTY.

2.6.2.3 Purpose of Site Visits. The purpose of CONSULTANT's presence at the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Administration Phase. In addition, as an experienced and qualified design professional, CONSULTANT will provide for COUNTY greater assurance that the completed work of the Contractor(s) will conform to the Construction/Contract Documents and that the design as reflected in the Construction/Contract Documents has been implemented and preserved by the

Contractor(s).

2.6.3 Defective Work. On the basis of CONSULTANT's observations, CONSULTANT shall recommend to COUNTY to disapprove of or reject Contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed project that conforms to the Construction/Contract Documents, or that it will prejudice the design concept of the project as reflected in the Construction/Contract Documents. The CONSULTANT shall immediately notify the COUNTY and the Contractor of any defective work by the Contractor, and the COUNTY will determine what action is necessary.

2.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Construction/Contract Documents and in connection therewith prepare field bulletins and field instructions for review and approval by the COUNTY.

2.6.5 Shop Drawings. CONSULTANT shall review and approve (or take other appropriate action) shop drawings (as that term is defined in the COUNTY's Standard General Conditions), samples, schedules, and other data which Contractor(s) are required to submit for compliance with the Construction/Contract Documents in a timely manner which will not delay the Contractor(s) in completing its work and notify the COUNTY of such reviews.

2.6.6 Substitutes. CONSULTANT shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and review with and advise the COUNTY on such acceptability prior to the COUNTY making a determination.

2.6.7 Inspections and Tests. CONSULTANT shall have authority to require special inspection or testing of the work after notifying the COUNTY. CONSULTANT shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Construction/Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Construction/Contract Documents). COUNTY will pay for testing labs. If the CONSULTANT's testing indicates that the Contractor is not in compliance, the COUNTY will determine the actions that will be taken against the Contractor with regard to the testing results.

2.6.8 Disputes and Changes during Construction. CONSULTANT shall act as initial interpreter of the requirements of the Construction/Contract Documents and judge of the acceptability of the Contractor's work thereunder and notify the COUNTY and the Contractor of any variances, deviations and non-conforming work. The COUNTY will determine the course of action necessary after notification of non-conforming work. The CONSULTANT will assist the COUNTY in holding meetings and negotiations with the Contractor to resolve disputes or changes to the Construction/Contract Documents. CONSULTANT will review all change orders

and Contractor's extra work proposals and advise COUNTY of the acceptability of the proposed change and the costs of such change. The COUNTY will review, approve and process change orders that the COUNTY determines are necessary.

2.6.9 Contractor's Applications for Payment. Based on CONSULTANT's on-site observations as an experienced and qualified design professional and based on review of applications for payment and the accompanying data and schedules:

2.6.9.1 Review. CONSULTANT shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. COUNTY will review payment applications and CONSULTANT's recommendations and determine final approval of payment. Such recommendations of payment by the CONSULTANT will constitute a representation to COUNTY, based on CONSULTANT's observations and review, that the work has progressed to the point indicated, and that, in accordance with the standard of care referenced herein, the work is in compliance with the Construction/Contract Documents. This recommendation will be subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction/Contract Documents and to any other qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Construction/Contract Documents).

2.6.9.2 Recommendation. By recommending payment, CONSULTANT represents to COUNTY that to the best of the CONSULTANT's knowledge the quality and quantity of Contractor's work, as it has been furnished and performed is in compliance with the Construction/Contract Documents.

2.6.10 Contractor(s) Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Construction/Contract Documents. Such review by the CONSULTANT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with the Construction/Contract Documents; and CONSULTANT shall transmit them to COUNTY with written comments.

2.6.11 Punch-list. When requested by the COUNTY, CONSULTANT shall review the Contractor's initial punchlist for Substantial Completion and shall prepare a comprehensive list of uncompleted or unacceptable items and deficiencies (punchlist) for review by the COUNTY.

2.6.12 Substantial Completion. CONSULTANT shall conduct with the COUNTY an inspection and conduct and/or observe any tests necessary to determine if the work

is substantially complete and notify the COUNTY. A final inspection of the project will be made with the COUNTY to determine if the completed work is acceptable so that the CONSULTANT may recommend, in writing, final payment to the Contractor(s) and may give written notice to the COUNTY and the Contractor(s) that the work is acceptable and in compliance with the Construction/Contract Documents.

2.6.13 Changes Documented. The CONSULTANT shall prepare and provide to COUNTY AutoCAD dwg files as well as pdf files in electronic format as built drawings that incorporate all changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and CONSULTANT's own observations and which CONSULTANT considers significant.

2.7 OPERATIONAL PHASE.

During the Operational Phase, CONSULTANT shall, when requested by the COUNTY:

2.7.1 Assistance. The CONSULTANT shall provide assistance, consistent with contractual services, in conjunction with the start-up, refining, and adjusting of any equipment or system.

2.7.2 Advice. In company with the COUNTY, the CONSULTANT shall visit the project to observe and point out any apparent defects in the completed construction, assist COUNTY in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work, including assisting the COUNTY during warranty of the project(s).

2.7.3 Training. In conjunction with Contractor, the CONSULTANT shall assist in training COUNTY's staff to operate and maintain the project.

SECTION 3 – MODIFICATIONS OF WORK/ADDITIONAL SERVICES

3.1 NOTICE OF CHANGE.

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

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the CSA Scope of Work affected by a contemplated change, pending the COUNTY's decision regarding the proposed change.

3.2 AMENDMENT.

If the COUNTY elects to make the change, the COUNTY shall issue a Supplement to an existing Consultant Service Authorization; and the CONSULTANT shall not commence work on any such change until such Supplement has been signed by the CONSULTANT and approved and executed by the COUNTY.

SECTION 4 - COUNTY'S RESPONSIBILITIES

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

4.1 COUNTY REPRESENTATIVE.

The COUNTY's Representative with respect to the services to be rendered under this Contract is Director of the County's Capital Improvements Division. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY's policies and decisions with respect to CONSULTANT's services.

4.2 PROJECT REQUIREMENTS.

As requested, in writing by CONSULTANT, the COUNTY will provide all criteria and full information as to COUNTY's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and COUNTY will furnish copies of all design and construction standards which COUNTY will require to be included in the drawings and specifications.

4.3 ACCESS.

The COUNTY will arrange for access to and make provisions where necessary for CONSULTANT to enter upon property or inspect COUNTY records as required for CONSULTANT to perform services under this Contract, subject to any applicable requirements regarding Confidential Information as described in Section 8.15 herein.

4.4 REVIEW.

The COUNTY will examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, the COUNTY will render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for Approval or Acceptance.

4.5 MULTIPLE PRIMES.

If more than one prime contract is to be awarded for construction, materials, equipment and services for a project, the COUNTY will designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

4.6 COST DATA.

The COUNTY will furnish to the CONSULTANT data or estimated figures as to COUNTY's anticipated costs for services to be provided by others for COUNTY so that CONSULTANT may make the necessary findings to support opinions of probable Construction Costs.

4.7 MEETINGS.

The COUNTY will attend the pre-bid conference, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

4.8 NOTICE.

The COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

SECTION 5 - PERIODS OF SERVICE

5.1 TERM.

The period of service and the Contract term shall commence upon the approval and execution of this Contract by both parties and continue for a period of five (5) years and, additionally, it shall continue until completion of all phases of any outstanding consultant service authorizations issued within the period of this Contract, unless otherwise terminated as provided herein.

5.2 TIME EXTENSIONS.

If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the project, the time of performance of CONSULTANT's services shall be adjusted equitably.

5.3 COUNTY DELAYS.

If CONSULTANT's services for design or during construction of the project are delayed or suspended in whole or in part by COUNTY for more than nine (9) months for reasons beyond CONSULTANT's control, CONSULTANT may be entitled to an adjustment in compensation to

the extent of any documented and verified costs actually, reasonably and necessarily incurred by CONSULTANT due to any such delay, but in no event shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages.

5.4 SEQUENCING.

In the event that the work designed or specified by CONSULTANT for a project is to be furnished or performed under more than one prime contract, or if CONSULTANT's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), COUNTY and CONSULTANT shall, prior to commencement of the Construction Document Phase, develop a schedule for performance of CONSULTANT's services during the Construction Document, Bidding or Negotiating and Construction Administration Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in the CSA Scope of Work.

5.5 MONITORING PROJECT SCHEDULE.

The CONSULTANT is to provide and regularly update a detailed project schedule (the Project Schedule) with each CSA Scope of Work for each project assigned under this continuing Contract and once accepted by the COUNTY, it will be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services required hereunder. In the event there have been delays which would affect the completion date of deliverables under the Project Schedule, the CONSULTANT will submit a written request to the COUNTY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The COUNTY will review the request and make a determination as to granting all or part of the requested extension.

SECTION 6 – METHOD OF COMPENSATION AND PAYMENTS TO CONSULTANT

6.1 METHODS OF COMPENSATION

CONSULTANT will be compensated for services performed under this Contract on either: 1) a fixed price/lump sum basis, or 2) a time charge/not-to-exceed basis; as identified in each applicable CSA. The fixed price/lump sum method of compensation is described in Section 6.3 herein, and the time charge/not to exceed method of compensation is described in Section 6.4 herein.

6.2 FEE.

The COUNTY agrees to pay the CONSULTANT compensation for duly authorized services performed as set forth in each applicable CSA. The applicable CSA shall establish both the amount of compensation and the method of compensation for services performed under this Contract (i.e. whether the fee is lump sum/fixed price or whether the fee is time charge/not to

exceed). If the time charge/not to exceed method of compensation is used, the applicable CSA shall specifically state whether the reimbursement of expenses is authorized and set a separate not to exceed amount for authorized expenses, if any.

6.3 FIXED PRICE/LUMP SUM PAYMENT METHOD.

When the CONSULTANT's services are to be compensated for on a fixed price/lump sum method of compensation, as identified in the applicable CSA, then the COUNTY and CONSULTANT shall mutually agree to a fixed price/lump sum fee for all services required to complete the project along with a detailed Scope of Work for the CSA. Prior to execution of the fixed price/lump sum CSA, the CONSULTANT shall have submitted to the COUNTY's Representative a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed CSA Scope of Work. The fixed price/lump sum fee shall include all services required to complete the CSA Scope of Work including labor, expenses, overhead and profit as part of the fixed price/lump sum. CONSULTANT agrees that the fee is not tied to construction cost.

6.4 TIME CHARGE/ "NOT TO EXCEED" METHOD.

When the time charge/not to exceed basis is identified in the applicable CSA as the method of compensation, the CONSULTANT will submit a not to exceed budget to the COUNTY's Representative for prior approval based on estimated labor hours and labor rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed CSA Scope of Work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT shall notify the COUNTY's Representative in writing when 90% of the not to exceed amount has been reached. CONSULTANT agrees that the fee is not tied to construction cost.

6.5 SUBCONTRACTS.

Sub-contractual services shall be included at the actual fees proposed by the subconsultant and accepted by the COUNTY. Subcontractual services and fees shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.

6.6 LABOR RATES.

Labor rates of CONSULTANT and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor.

The schedule of hourly labor rates by labor category as set forth in **Exhibit C** is attached hereto and made a part hereof. The rates listed in **Exhibit C** shall remain in effect for a period of two years from the date of contract execution. At the end of this initial two (2) year period, the hourly raw labor rates may be re-negotiated if requested by the CONSULTANT; and, if the cost-of-living index supports an increase, an increase of up to three percent (3%) may be allowed for each one (1) year period thereafter. Any such increase will be negotiated and supported by

calculations using the Consumer Price Index – All Urban Consumers (CPI-U) U.S. City Average.

Salary costs for CONSULTANT as shown on **Exhibit C** and for any subconsultants are the maximum billing rates which are provisional, subject to audit of actual costs and if the audit discloses that the actual costs are less than the costs set forth in **Exhibit C** for the CONSULTANT or for any subconsultant, CONSULTANT shall reimburse the County based upon the actual costs determined by the audit.

6.7 EXPENSES.

6.7.1 If out-of-pocket expenses are authorized in an applicable CSA:

6.7.1.1 All reimbursable expenses will be estimated up front at the time of negotiating each Consultant Service Authorization or Supplement to a CSA;

6.7.1.2 A CSA, or Supplement to a CSA must include a separate not to exceed amount for expenses;

6.7.1.3 Expenses will only be reimbursed up to the separately stated not-to-exceed amount. All expenses exceeding the not- to-exceed amount are the responsibility of the CONSULTANT.

6.7.2 Out-of-pocket expenses means the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT's subconsultants directly or indirectly in connection with the work subject to the following:

6.7.2.1 Reimbursement for travel expenses such as per diem, mileage, meals or lodging expenses shall be in accordance with F.S. 112.061;

6.7.2.2 Reimbursement will not be provided for items or expenses normally connected with the course of doing business such as office supplies, advertisements for hiring personnel, lease or purchase of office furniture or office space, local telephone service, taxes, entertainment expenses (including business lunches), computer time on the CONSULTANT's own equipment, and normal reproduction (copying) charges.

6.7.2.3 Special charges such as printing, duplicating, soil borings, aerial photography, etc. may be reimbursed if a CSA identifies the quantity and unit cost maximum for each type of special charge required by the Contract and identifies the expense as subject to reimbursement;

6.7.2.4 Charges for specialized equipment shall be determined on an individual basis subject to advance approval of the COUNTY;

6.7.2.5 The COUNTY reserves the right to determine if an expense is reasonable and may reject expenses which are excessive or represent costs of a personal nature. The COUNTY will not reimburse the cost of tips, personal items, sundries, travel

insurance, in-room movies, laundry or valet services, cable TV hookups or charges, first class airfare (unless no other service is available), alcoholic beverages, entertainment expenses, and meals or snacks (except meal allowance as authorized by F.S. 112.061)

6.7.3 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each Consultant Service Authorization.

6.8 SCHEDULE OF VALUES.

For either method of compensation, CONSULTANT and COUNTY shall agree on a Schedule of Values incorporating CSA Scope of Work references, deliverables, and milestones. A pay application with percent complete of each activity shall be included with each billing. A schedule update of CONSULTANT's work shall be included with each billing.

6.9 PROGRESS PAYMENTS.

For either method of compensation, the CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

For either method of compensation, the CONSULTANT shall be required to invoice the County no later than sixty (60) days after completion of the scheduled milestone or after acceptance of specified deliverables. Time Charge/Not-To-Exceed progress payments shall be based on monthly milestones.

6.10 APPROVAL PROCESS.

Pay applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's Representative or his/her designee, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the Contract and project number, and applicable Consultant Service Authorization. COUNTY shall provide CONSULTANT with a written notice of disputed invoice within 10 days after receipt of such invoice which clearly states any and all deficiencies in CONSULTANT's invoice that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the invoice that can be paid, the COUNTY shall proceed with prompt payment of that portion of the invoice. Invoices will be paid in accordance with the Local Government Prompt Payment Act.

6.11 FINAL PAYMENT.

In order for both parties to close their books and records, the CONSULTANT will clearly state Final on the CONSULTANT's final/last billing to the COUNTY for each CSA. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY for each CSA. Since the account for such CSA will thereupon be closed, any and other further charges to that CSA, if not properly included on this final invoice for that CSA, are waived by the CONSULTANT.

6.12 RIGHT OF OFFSET.

Except for issues arising from contract indemnification provisions, the COUNTY will have the right to retain out of any payment due the CONSULTANT under this Contract an amount sufficient to satisfy any amount due and owing to the COUNTY by the CONSULTANT under this Contract. The COUNTY may withhold payment on any invoice in the event that the CONSULTANT is in default under any provision of this Contract as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the COUNTY will have the right to retain an amount equal to the damages suffered as a result of the default.

SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST.

7.1.1 Definition. The "Construction Cost" of the project means the total cost to COUNTY of those portions of the entire project designed and specified by CONSULTANT.

7.1.2 Fixed Construction Budget Cap. Upon completion of the Preliminary Design Phase for engineering projects or upon completion of the Design Development Phase for architectural projects, the COUNTY's Representative will determine a fixed construction budget cap for the project (Fixed Construction Budget Cap). The CONSULTANT agrees to maintain this amount or it shall redesign at no cost to the COUNTY until the project can be achieved within this limit. The program shall not be lessened by design requirements to decrease costs without the express written approval of the COUNTY's Representative. Similarly, "add alternates" for program requirements are not allowable in order for the CONSULTANT to lessen costs to meet the Fixed Construction Budget Cap.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 STANDARD OF CARE.

The CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of that level of skill,

knowledge, experience and expertise that is commensurate with design firms of national repute in the areas of practice required for the types of projects that may be assigned under this continuing Contract. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT's representations of skill, knowledge, experience and expertise. By executing this Contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other design professionals possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT's skill, efforts and judgment commensurate with design firms of national repute in the areas of practice required for this Contract. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY's interests and consistent with the COUNTY's stated objectives and recognized professional design standards.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as enacted by the Florida Building Code shall be complied with and incorporated into the projects under this continuing Contract. Additionally, Title II requirements of the 2010 ADA Standards for Accessible Design (published by DOJ, September 15, 2010) shall be complied with and incorporated into the projects under this Contract.

Although specific provisions of this Contract refer to some services with terms such as complete, accurate, full extent, highest, in detail, verify, certify, represent, substantiate, inspect, monitor, discover, as often as necessary, approve, accept, reject, and enforce, such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs except as provided in this Contract.

Acceptance of the work by the COUNTY or Contract termination does not constitute COUNTY approval and will not relieve the CONSULTANT of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The CONSULTANT shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the CONSULTANT without additional compensation.

8.2 TERMINATION.

This Contract may be terminated by the 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 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 CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a termination notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

a. Stop work on the date and to the extent specified.

b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

d. Continue and complete all parts of the work that have not been terminated.

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

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY's exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the projects under this Contract which have been created as a part of CONSULTANT's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

8.3 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Certificate within one (1) year following final payment. COUNTY has the authority and right to audit CONSULTANT's records under this provision.

8.4 PERSONNEL

8.4.1 Representations. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship or conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel or subconsultants as listed in CONSULTANT's proposal and/or presentation to the COUNTY's selection committee must be made known to the COUNTY's Representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT represents and warrants that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 8.1 above.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements covering conduct, safety, and security while on COUNTY premises.

8.4.2 CONSULTANT's Representative. Concurrent with its fee proposal for each CSA, the CONSULTANT shall advise the COUNTY of the name of its proposed project manager (the Project Manager). The Project Manager shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this Contract. This individual shall be assigned to the project through final acceptance of construction. The Project Manager shall not be removed from his/her responsibilities on the project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT's designated Project Manager and the right to require the CONSULTANT to replace its designated Project Manager with another individual acceptable to the COUNTY.

8.5 CRIMINAL HISTORY RECORDS CHECK.

The CONSULTANT, CONSULTANT'S employees, subcontractors/subconsultants of CONSULTANT and employees of subcontractors/subconsultants 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 Resolutions R2013-1470, R2015-0572, and R2024-0549, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its price for any services authorized under this Contract 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 the above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT and provide specific instructions for meeting the requirements of this Ordinance.

Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of CONSULTANT does not have his/her own unique email address, CONSULTANT agrees to provide one to that employee.

Individuals passing the background check will be issued a badge. CONSULTANT shall make every effort to collect the badges of its employees and its subconsultants' employees upon conclusion of the contract work and return them to the COUNTY. If the CONSULTANT or its subconsultant terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within 2 hours. At the time of termination, the CONSULTANT shall retrieve the badge and return it to the COUNTY in a timely manner. The COUNTY reserves the right to suspend any consultant that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the COUNTY regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

8.6 SMALL BUSINESS DEVELOPMENT PROGRAM.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small and locally owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Small Business Development (SBD) Ordinance which is codified in Sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the County's requirements for the SBD program, and is incorporated herein and made part of this Contract. Non-compliance with the SBD Ordinance must be corrected within thirty (30) calendar days from when notice of non-compliance is sent. Failure to comply with the SBD Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;

- Termination of the Contract based upon a material breach of contract pertaining to the SBD Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as set out in **Exhibit A** to this Contract, the RFP, and the CONSULTANT's proposal, which are incorporated herein by reference. Failure to comply with this section of the Contract is a material breach of this Contract.

CONSULTANT shall report all subcontractor payment information for each project assigned on OSBD Schedules 3a and 4, or as otherwise required by the Office of SBD, and, when the SBD portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONSULTANT shall pay subconsultants undisputed amounts within ten (10) days after County pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subconsultant and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

CONSULTANT must notify the Office of SBD of changes in SBE utilization and get prior approval for any substitutions.

The Office of SBD has the right to review CONSULTANT's records and interview Subcontractors in order to determine compliance with the County's SBD Program and contract requirements for up to four (4) years from contract completion or termination date.

8.7 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 R2025-0748, as may be amended, the 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection,

hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The 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 discrimination. The 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. CONSULTANT shall include this language in its subcontracts.

8.8 INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

The CONSULTANT represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

8.9 CONTINGENT FEES.

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

8.10 AUTHORITY TO PRACTICE.

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

All final plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes.

8.11 TAXES.

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The CONSULTANT is not authorized to use the COUNTY's Tax Exemption Number in securing such materials.

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

8.12 AVAILABILITY OF FUNDS.

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

8.13 INSURANCE.

8.13.1 Requirements. CONSULTANT shall maintain, at its sole expense, in full force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

8.13.2 Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than $1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsements excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

8.13.3 Reserved

8.13.4 Workers' Compensation Insurance & Employer's Liability. CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440, Florida Statutes.

8.13.5 Professional Liability. CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

8.13.6 Reserved

8.13.7 Waiver of Subrogation. Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy, except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

8.13.8 Certificate(s) of Insurance. On execution of this Contract, renewal of the Contract, within forty-eight (48) hours of a request by COUNTY, or upon expiration of any of the required coverages throughout the term of the Contract, CONSULTANT shall deliver to the COUNTY or to COUNTY's designated representative a signed a Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect.

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,
c/o Capital Improvements Division,
2633 Vista Parkway,
West Palm Beach, FL 33411-5604

8.13.9 Reserved

8.13.10 Reserved

8.13.11 Right to Revise or Reject. COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract.

8.14 OWNERSHIP OF DOCUMENTS.

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

All information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

If COUNTY requests in writing, the CONSULTANT shall return to COUNTY any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately.

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

8.14A PHOTOGRAPHY OF A COMPLETED PROJECT

If CONSULTANT photographs or videos a completed project, CONSULTANT agrees to provide the COUNTY with a copy of such photos or video in a digital file uploaded to the COUNTY's File Transfer Protocol (FTP) site or provided on a flash drive delivered to the County's Representative.

8.15 CONFIDENTIALITY OF INFORMATION AND COMPLIANCE WITH THE PUBLIC RECORDS LAW.

8.15.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

8.15.2 Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the COUNTY has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the CONSULTANT's work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.

8.15.3 Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the CONSULTANT include, but are not limited to:

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure owned or operated by the COUNTY;
- Security or firesafety system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or consultations relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;
- Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the County;
- Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
- Threat assessments;
- Emergency evacuation plans;

- Sheltering arrangements; and/or
- Manuals for security or firesafety personnel, emergency equipment or security or firesafety training.

The CONSULTANT has an obligation to maintain the confidential status of Confidential Information. The CONSULTANT shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the COUNTY. The CONSULTANT shall restrict access to Confidential Information to: 1) the CONSULTANT's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services related to this Contract. Prior to releasing any Confidential Information to a Third Party, the CONSULTANT shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Contract, and maintain a list of any Third Party to which the CONSULTANT has distributed Confidential Information. Other than as authorized above, the CONSULTANT **shall not, without prior written approval of COUNTY, publish, copy, or otherwise disclose to others any Confidential Information.**

8.15.4 Disclosure Warning. If Confidential Information is in written form, the CONSULTANT shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contains exempt information. If the CONSULTANT is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND/OR CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT AND CONFIDENTIAL STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONSULTANT/CONTRACTOR SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

8.15.5 Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records (email) which may be exempt from public records requests and protect information that is exempt from disclosure, the CONSULTANT (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the first four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.

8.15.6 Notification of Improper Disclosure. COUNTY must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT shall make a report to the COUNTY not more than seven (7) business days after the CONSULTANT learns of such an improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the CONSULTANT has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the CONSULTANT has taken or shall take to prevent future similar unauthorized use or improper disclosure. The CONSULTANT shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the COUNTY. The CONSULTANT shall take all steps the COUNTY deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

8.15.7 Survival. The nondisclosure provisions of this Section shall survive the termination or expiration of this Contract. The CONSULTANT's duty to hold Confidential Information in confidence shall remain in effect until COUNTY sends the CONSULTANT written notice releasing the CONSULTANT from the provisions of this Section.

8.15.8 Enforcement. The CONSULTANT understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the COUNTY at law or in equity.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-233-5252

8.16 LAW AND VENUE; REMEDIES.

This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that venue of all actions arising out of or related to the Contract shall be proper only in a state court of competent jurisdiction in Palm Beach County Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statue or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder

shall preclude any other or further exercise thereof.

COUNTY and CONSULTANT agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

Pursuant to Section 558.0035 Florida Statutes, the CONSULTANT is the responsible party for the professional services it agrees to provide under this Contract. No individual professional employee, agent, director, officer or principal may be individually liable for negligence arising out of this Contract, as long as the CONSULTANT maintains the professional liability insurance required under this Contract and as long as any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to this Contract.

8.17 INDEMNIFICATION.

The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by the CONSULTANT, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination or expiration of this Contract.

8.18 CONFLICT OF INTEREST.

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III of Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. CONSULTANT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as **Exhibit F** and incorporated herein.

The CONSULTANT shall promptly notify the COUNTY's Representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest

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

8.19 EXCUSABLE DELAYS.

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

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the COUNTY the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

8.20 ARREARS.

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

8.21 NOTICES.

All notices required in this Contract if sent to the COUNTY shall be mailed to:

Director
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Director
Facilities Development and Operations Department
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5603

AND

County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

and if sent to the CONSULTANT shall be mailed to:

UES Professional Solutions, LLC
4205 Vineland Road, Suite L1
Orlando, FL 32811

AND

UES Professional Solutions, LLC
3921 Westgate Ave.
West Palm Beach, FL 33409

8.22 SEVERABILITY.

If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

8.23 ENTIRETY OF CONTRACTUAL AGREEMENT.

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

8.23.2 Exhibits. This Contract includes the following exhibits, which are attached hereto and made a part hereof:

Exhibit A - Affirmative Procurement Initiatives (APIs)

Exhibit B	-	Scope of Work
Exhibit C	-	Hourly Rates
Exhibit D		OSBD Schedules 1 and 2
Exhibit E	-	Insurance Certificates
Exhibit F	-	Conflict of Interest Disclosure Form
Exhibit G	-	Human Trafficking Affidavit

8.24 SUCCESSORS AND ASSIGNS.

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

8.25 PUBLIC ENTITY CRIMES.

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

8.26 OFFICE OF THE INSPECTOR GENERAL.

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

8.27 SCRUTINIZED COMPANIES.

8.27.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the

Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

8.27.2 **When contract value is greater than $1 million:** As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

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

8.28 COMPLIANCE WITH LAWS AND REGULATIONS.

The CONSULTANT shall comply with all laws, policies and procedures, resolutions, ordinances and regulations in effect at the time of performance of services under this Contract and applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered under this Contract.

8.29 NO THIRD PARTY BENEFICIARY.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including any employees of the COUNTY and the CONSULTANT.

8.30 ACCESS AND AUDITS.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice

to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

8.31 SECTION 179D RESPONSIBILITIES.

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the COUNTY to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable, the CONSULTANT is responsible for applying to the COUNTY for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the COUNTY the allocation of the deduction. The COUNTY's Representative will provide to CONSULTANT the Department's policy and forms related to the Section 179D deduction when requested.

8.32 E-VERIFY - EMPLOYMENT ELIGIBILITY

8.32.1 CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT's subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

8.32.2 CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

8.32.3 COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

8.32.3.1 If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

8.32.4 If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination,

CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

8.33 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, CONSULTANT and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

8.34 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the CONSULTANT certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

8.35 EFFECTIVE DATE.

This Contract is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

8.36 HUMAN TRAFFICKING AFFIDAVIT

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed Exhibit G, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

8.37 DIGITAL ACCESSIBILITY COMPLIANCE

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.
All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project No.: Environmental Assessment Services
Project Name: P-2026-000044

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY; and an authorized official of the CONSULTANT has made and executed this Contract on behalf of the CONSULTANT.

ATTEST:

SHANNON RAMSEY-CHESSMAN, CLERK OF THE CIRCUIT COURT & COMPTROLLER AD INTERIM

By:_____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida, BOARD OF COUNTY COMMISSIONERS

By:_____
Sara Baxter, Mayor

APPROVED AS TO TERMS AND AND CONDITIONS

By:_____
Jennifer Ferriol, Director – FD&O

APPROVED AS TO LEGAL SUFFICIENCY

By:_____
Chief Assistant County Attorney

Project No.: P-2026-000044
Project Name: Environmental Assessment Services

WITNESS:

Signature

Thomas Montano
Name (type or print)

UES Professional Solutions, LLC:
CONSULTANT

Signature

Travis Merrick
Name (type or print)

President - South Florida Region
Title

Detail by Entity Name

Florida Limited Liability Company
UES PROFESSIONAL SOLUTIONS, LLC

Filing Information

Document Number	L20000003595
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State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/17/2025
Event Effective Date	NONE

Principal Address

4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Changed: 02/06/2024

Mailing Address

4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Changed: 02/06/2024

Registered Agent Name & Address

Cogency Global Inc.
115 North Calhoun Street
Suite 4
TALLAHASSEE, FL 32301

Name Changed: 09/19/2023

Address Changed: 09/19/2023

Authorized Person(s) Detail

Name & Address

Title MEMBER

OBSIDIAN GROUP ACQUISITIONS, INC.
4205 Vineland Road
Suite L1
Orlando, FL 32811

Title CEO

Witsken, David
4205 Vineland Road
Suite L1
ORLANDO, FL 32811

Title CFO, Treasurer

LINDAHL, COLIN
4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Title Secretary

Butterfield, Benjamin
4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Title Co-President

Kushner, Rick
4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Title Co-President

Merrick, Travis
4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Title VICE PRESIDENT

Danforth , Paul
4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Title Chief Operations Officer

Hesterlee , David
4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Title Authorized Signer

Agee, Ricky
4205 Vineland Road, Suite L1
ORLANDO, FL 32811

Annual Reports

Report Year	Filed Date
2025	01/28/2025
2026	02/13/2026
2026	06/05/2026

06/05/2026 -- AMENDED ANNUAL REPORT	View image in PDF format
02/13/2026 -- ANNUAL REPORT	View image in PDF format
10/15/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
07/15/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
06/17/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
04/15/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
03/17/2025 -- LC Amendment	View image in PDF format
01/28/2025 -- ANNUAL REPORT	View image in PDF format
09/25/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
05/03/2024 -- LC Name Change	View image in PDF format
02/06/2024 -- ANNUAL REPORT	View image in PDF format
09/19/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/23/2023 -- ANNUAL REPORT	View image in PDF format
06/24/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2022 -- ANNUAL REPORT	View image in PDF format
01/08/2021 -- ANNUAL REPORT	View image in PDF format
02/21/2020 -- LC Amendment	View image in PDF format
02/14/2020 -- LC Amendment	View image in PDF format
01/27/2020 -- CORLCRACHG	View image in PDF format
01/06/2020 -- Florida Limited Liability	View image in PDF format

CONTRACT EXHIBIT A

AFFIRMATIVE PROCUREMENT INITIATIVES ("APIs") FOR CCNA PROFESSIONAL SERVICES CONTRACTS

The API(s) approved for this contract are selected below by ☒. Capitalized terms are defined as set forth in the SBD Ordinance. Also, see the SBD Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☐ **Waiver**

The Office of SBD has granted a waiver of the SBD Program API(s) for this contract.

☐ **Evaluation Preference for New SBE Prime Respondents for RFPs**

_____ Points (Up to 15 percent of total evaluation points) have been allocated for NEW SBE Prime respondents for this Contract.

Up to 15 percent (15%) of the total number of evaluation points allocated for selection of a Professional Services firm by the County shall be reserved for SBE prime respondents that have only received their first contract award with the County within the past year, or have not yet received a cumulative total of $1,000,000 or more in payments from the County for Professional Services rendered (whichever period of time is longer).

☐ **SBE Evaluation Preference for SBE Prime Respondents (Contracts less than $500,000)**

_____ Points (up to 15% of the total evaluation points) are available to SBE prime respondents

An SBE Evaluation Preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of proposals shall be reserved for SBE prime bidders on County Professional Services Contracts valued at less than $500,000.

☒ **SBE Evaluation Preference for SBE Participation (Contracts $500,000 or greater)**

__15__ Points (0 to 15% of the total evaluation points) shall be awarded based on the level of SBE dollar participation committed to on the prime respondent/bidder's team.

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to Professional Services Solicitations valued at $500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.)

☒ **SBE Subcontracting Goals for Professional Services**

A 20% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the Office of SBD shall reduce or waive this goal when there is inadequate availability of SBE prime and/or subcontractor firms.

Consultant committed to 20 % SBE utilization in its proposal and attached Schedule 1 and 2s.

CONTRACT EXHIBIT B
SCOPE OF WORK

The consultant shall provide to County professional consulting services for each project assigned under the continuing contract. The anticipated work may include, but is not limited to:

1. Phase I Environmental Site Assessments

Prior to completion of a transaction for County acquisition of land, due diligence in the form of Phase I Environmental Site Assessments may be required to evaluate any environmental liabilities associated with the subject property.

The Phase I ESA will comply with the latest edition of the American Society for Testing and Materials (ASTM) E-1527, "Standard Practice for Environmental Site Assessment Process", unless otherwise stated. The Phase I ESA shall include, at a minimum, a site inspection and surrounding one-quarter mile reconnaissance; a site location map; site map; U.S. Geological Survey (USGS) quad map; site photographs; interviews; regulatory documentation as supplement to a computer generated regulatory database; and document current and past use of the property from the present back to the property's first obvious use or to 1940, whichever is earlier. Any gaps or limitations in the use history of the site should be clearly identified in the report. The Consultant may also be directed to perform work tasks associated with ASTM E-1527, "Non-Scope Considerations" related to wetlands; regulatory compliance, cultural and historic resources, health and safety, ecological resources, well abandonment and endangered species as part of this contract.

2. Phase II Environmental Site Assessment

Based on the Phase I ESA, the County may require a Phase II ESA. The purpose of a Phase II ESA is to adequately resolve recognized environmental conditions (RECs) so that "the data provides sufficient information to support a professional opinion that there is no reasonable basis for suspecting the disposal or release of hazardous substances or petroleum products at the site with respect to the recognized environmental conditions assessed and that no further action is necessary or that with respect to the recognized environmental conditions assessed, hazardous substances or petroleum products have been released or disposed at the property (ASTM E-1903 Standard for Phase II Environmental Site Assessment Process)". A Phase II ESA may involve subsurface and/or obtrusive exploration and sampling of the soil and/or groundwater. Phase II ESA field related tasks may include, but not be limited to, the installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or direct push technologies and limited emergency response source removal activities (i.e. soil excavation, free product recovery).

3. Assessment/Corrective Actions

In instances where the County elects to assume the responsibilities for corrective actions,

the Consultant will provide all services within the scope of the practice of contamination assessment and remedial activities. These include, but are not limited to: investigations to delineate the extent of contamination of soils or sediments, surface waters or groundwater, evaluation of sampling data to develop risk-based, site-specific rehabilitation levels, source removal activities (including soil treatment and/or excavation and disposal), and remedial investigation/feasibility studies to select appropriate and cost effective remedial technologies and design to abate imminent hazards associated with emergency response incidents.

In addition, any required interface with regulatory agencies (federal, state, county) including preparation of applicable permit applications, negotiation of consent agreements, and presentation of investigation results may be required.

4. Petroleum Assessment/Remediation

In the event of a petroleum product discharge associated with County owned storage tanks, the consultant may provide the following professional services: assessment/remediation services, including initiating Initial Remedial Actions (IRA) at sites where free product is present, developing Site Assessment Reports (SAR) to determine the extent of contamination of soil, sediment, surface water or groundwater following a petroleum discharge (including engineering, geologic and hydrogeologic capabilities, developing justifications for alternative site rehabilitation levels, "no further action" proposals, Natural Attenuation Monitoring, or "monitoring only" proposals, source removal activities (including soil treatment and/or excavation and disposal) and design of remedial systems (including soil vapor extraction, bioventing, air sparging, bioremediation, pump and treat) aimed at addressing site-specific contamination concerns

5. Operation, Monitoring & Testing

In certain instances, the County may require short or long term operation, monitoring and testing at properties. The consultant may provide services for operation of environmental remediation equipment, monitoring and testing at properties involved in short or long term remediation of various types of contaminants. All sampling and testing is to be conducted in accordance with quality assurance standards prescribed by the FDEP. Operation, monitoring and test results will need to be evaluated to determine the necessity and justification to continue site rehabilitation when site contaminant levels have changed or dissipated.

6. Asbestos / Industrial Hygiene Surveys

At times, the County may need Asbestos / Industrial Hygiene Consulting Services, such as assessments, inspections, bulk sampling, air sampling, associated analysis of those samples, and general consultation, as it relates to renovation and demolition of structures within the County. Consulting businesses and laboratories shall be properly licensed and adhere to all applicable federal, state and local regulations, including but not limited to: EPA (NESHAP, AHERA), OSHA, NIOSH, NVLAP, and Florida Statutes.

CONTRACT EXHIBIT C
HOURLY RATES

UES
3921 Westgate Ave
West Palm Beach, Florida, 33409
561.560.4220 | TeamUES.com

STAFF LEVEL	Hourly Pay	Multiplier	Hourly Rate
Principal	$ 109.09	2.75	$ 300.00
Board Certified Industrial Hygienist	$ 80.00	2.75	$ 220.00
Board Certified Safety Professional	$ 80.00	2.75	$ 220.00
Certified Hazardous Materials Manager	$ 80.00	2.75	$ 220.00
Florida Licensed Asbestos Consultant	$ 63.64	2.75	$ 175.00
Professional Engineer	$ 80.00	2.75	$ 220.00
Senior Geologist/Engineer	$ 65.45	2.75	$ 180.00
Senior Project Manager	$ 60.00	2.75	$ 165.00
Project Manager	$ 54.55	2.75	$ 150.00
Geologist / Engineer / Environmental Scientist	$ 48.00	2.75	$ 132.00
Biologist / Wetlands Specialist	$ 45.46	2.75	$ 125.00
Staff Scientist	$ 38.18	2.75	$ 105.00
Asbestos Building Inspector	$ 45.45	2.75	$ 125.00
Asbestos Project Designer/Management Planner	$ 49.09	2.75	$ 135.00
Asbestos Project Monitor/Contractor Supervisor	$ 45.45	2.75	$ 125.00
EPA Lead Risk Assessor/Inspector	$ 49.09	2.75	$ 135.00
Licensed Radon Measurement Specialist	$ 63.64	2.75	$ 175.00
Radon Technician	$ 45.45	2.75	$ 125.00
Florida Licensed Mold Assessor	$ 49.09	2.75	$ 135.00
Environmental Consultant	$ 49.09	2.75	$ 135.00
Technical Writer	$ 34.55	2.75	$ 95.00
CAD Technician	$ 27.27	2.75	$ 75.00
Administrative	$ 23.64	2.75	$ 65.00

Multiplier Calculation	
Salary	1
Fringe Benefits	0.35
Overhead	1.15
Subtotal	2.5
Profit (10%)	0.25
Total Multiplier	2.75

Certification:

The above is true and correct to the best of my knowledge.

Signature:

Name and Title: Tom Montano, P.E., Branch Manager

Caulfield & Wheeler, Inc.

Fee Schedule

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principals	$80.65	3	$241.94
Expert Witness Testimony	$96.77	3	$290.32
Professional Land Surveyor	$54.84	3	$164.52
UAS Aerial Lidar Laser Scanning & Photogrammetry	$93.55	3	$280.65
Mobile Lidar Laser Scanning	$93.55	3	$280.65
USV Hydrographic Echo Sounder	$80.65	3	$241.94
Survey Crew	$59.68	3	$179.03
Engineering Design	$54.84	3	$164.52
Landscape Architect/Planner	$58.06	3	$174.19
CAD Technician	$32.26	3	$96.77
Engineering Inspector	$32.26	3	$96.77
Office Technician	$29.03	3	$87.10

Multiplier Calculations	Column1
Salary	1.00
Fringe Benefits	0.38
Overhead	1.35
Subtotal	2.73
Profit (10%)	0.27
Total Multiplier	3.00

Contract multiplier of 3.0 is provided per Resolution.

Certification:

The above is true and correct to the best of my knowledge.

Signature

David P Lindley

Date: 2026-08-03

Name & Title
David P. Lindley, PLS
Senior Vice President

Caulfield & Wheeler, Inc.

Fee Schedule

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principals	$80.65	3	$241.94
Expert Witness Testimony	$96.77	3	$290.32
Professional Land Surveyor	$54.84	3	$164.52
UAS Aerial Lidar Laser Scanning & Photogrammetry	$93.55	3	$280.65
Mobile Lidar Laser Scanning	$93.55	3	$280.65
USV Hydrographic Echo Sounder	$80.65	3	$241.94
Survey Crew	$59.68	3	$179.03
Engineering Design	$54.84	3	$164.52
Landscape Architect/Planner	$58.06	3	$174.19
CAD Technician	$32.26	3	$96.77
Engineering Inspector	$32.26	3	$96.77
Office Technician	$29.03	3	$87.10

Multiplier Calculations	Column1
Salary	1.00
Fringe Benefits	0.38
Overhead	1.35
Subtotal	2.73
Profit (10%)	0.27
Total Multiplier	3.00

Contract multiplier of 3.0 is provided per Resolution.

REIMBURSABLES

Prints ..... $0.50/s.f.
Mylars..... $6.00/s.f.
Federal Express/Overnight Deliveries ..... Cost plus 0%
Federal Express First Overnight Deliveries ..... Cost plus 0%
Courier Deliveries ..... Cost plus 0%
Subcontractors ..... Cost plus 0%

Certification:

The above is true and correct to the best of my knowledge.

Signature

David P. Lindley

Date: 2026-08-31

Name & Title
David P. Lindley, PLS
Senior Vice President

Jupiter Environmental Laboratories, Inc.
150 S. Old Dixie Highway
Jupiter, FL 33458

UES
3921 Westgate Ave
West Palm Beach 33409

Product	Description	Quantity	Rate
BTEX/MTBE	8260	1 each	$65.00
VOAs	8260	1 each	$61.00
VOHs	8260	1 each	$65.00
VOCs	8260	1 each	$128.00
EDBs	504.1	1 each	$75.00
PAHs	8270SIM	1 each	$116.00
SVOCs	8270	1 each	$235.00
TRPH	FL PRO	1 each	$96.00
OCPs	8081	1 each	$115.00
PCBs	8082	1 each	$90.00
Metals excluding Hg & B	200.8 6020	1 each	$21.00
Mercury (Hg)	200.8 6020	1 each	$33.00
Boron (B)	200.8 6020	1 each	$33.00
4 RCRA Metals	200.8 6020	1 each	$82.00
8 RCRA Metals	200.8 6020	1 each	$151.00
Lab Filter-Dissolved Metals		1 each	$18.00
Asbestos - PLM	Layers 1-3	1 each	$23.00
Asbestos PLM 4+	Layers >4	$1 extra per layer >4	$24.00
Lead in Paint Chips	6020	1 each	$37.00
Percent Solids	2540	1 each	$6.00
Environmental Impact Fee per invoice		1 each	$20.00
Sample Disposal Fee per sample		1 each	$6.00
Environmental Impact Fee per Invoice/JEL #		1 each	$20.00
Sample Log-in and hold fee		1 each	$6.00

Prices are good through December 31, 2029

Terraquatic, Inc.
1220 Tangelo Terrace, Unit A-12
Delray Beach, Florida 33444

TERRAQUATIC
SURVEYING AND MAPPING

Fee Schedule:

Position Classification	Base Rate	Weighted Rate
Principal Surveyor	65.63	173.91
Senior Project Manager	57.86	153.32
Project Manager	48.40	128.26
CAD Manager	42.41	112.38
Senior Field Technician	34.19	90.60
Field Technician	28.88	76.53
GIS / Data Processor	31.50	83.47
Administrative Support	23.10	61.21

Component	Multiplier
Salary	1.000
Fringe Benefits	0.116
Overhead	1.293
Subtotal	2.409
Profit (10.00%)	0.241
TOTAL MULTIPLIER	2.650

Contract Multiplier of 2.65

Certification:
The above is true and correct to the best of my knowledge.

Signature:

Name and Title: Joshua Lee, PSM President

CONTRACT EXHIBIT D

OSBD SCHEDULES 1 & 2

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Environmental Assessment Services Continuing Contract

SOLICITATION/PROJECT/BID NO.: P-2026-000044

SOLICITATION OPENING/SUBMITTAL DATE: 04/10/2026

COUNTY DEPARTMENT: Capital Improvements Division

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: UES Professional Solutions, LLC

ADDRESS: 3921 Westgate Ave West Palm Beach, FL 33409

CONTACT PERSON: Thomas Montano

PHONE NO.: 772-204-4239 E-MAIL: tmontano@teamues.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 70%

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☑ SBE ☐

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1. Caulfield & Wheeler, Inc	☑	☐	10%
2. Jupiter Environmental Laboratories Inc	☐	☑	10%
3. Terraquatic, Inc	☐	☑	10%
4.	☐	☐	
5.	☐	☐	

(Please use additional sheets if necessary)

Total 30 %

Total Bid/Offer Price $ 100%

Total Certified SBE Participation $ 20%

I hereby certify that the above information is accurate to the best of my knowledge: Travis Merrick

Name & Authorized Signature

President -South Florida Division

Title

Note:
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
3. Modification of this form is not permitted and will be rejected upon submittal.
4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Environmental Assessment Services Continuing Contract

Prime Contractor: UES Professional Solutions, LLC Subcontractor: Caulfield & Wheeler, Inc

(Check box(s) that apply)

☐ SBE ☑ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): N/A

SBE PARTICIPATION – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Civil Engineering				10%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: N/A

UES Professional Solutions, LLC
Print Name of Prime

By: _____
Authorized Signature

Travis Merrick
Print Name

President - South Florida Division
Title

Date: 08/5/2026

Caulfield & Wheeler, Inc
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

David P. Lindley, PLS
Print Name

SVP
Title

Date: 8/5/26

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Environmental Assessment Services Continuing Contract

Prime Contractor: UES Professional Solutions, LLC Subcontractor: Jupiter Environmental Laboratories, Inc

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Environmental Laboratory				10%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

UES Professional Solutions, LLC

Print Name of Prime

By: Travis Merrick

Authorized Signature

Travis Merrick

Print Name

President - South Florida Division

Title

Date: 08/5/2026

Jupiter Environmental Laboratories, Inc

Print Name of Subcontractor/subconsultant

By: Kacia Baldwin Digitally signed by Kacia Baldwin Date: 2026.08.10 11:11:44 -04'00'

Authorized Signature

Kacia Baldwin

Print Name

VP of Operations

Title

Date: 08/10/2026

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Environmental Assessment Services Continuing Contract

Prime Contractor: UES Professional Solutions, LLC Subcontractor: Terraquatic, Inc.

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Surveying & Mapping				10%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: N/A

UES Professional Solutions, LLC
Print Name of Prime

By: _____
Authorized Signature

Travis Merrick
Print Name

President - South Florida Division
Title

Date: 08/5/2026

Terraquatic, Inc.
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Joshua Lee, PSM
Print Name

President
Title

Date: 08/10/2026

CONTRACT EXHIBIT E

INSURANCE CERTIFICATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2026

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.670.5324 **FAX (A/C, No):** 770.670.5324 **E-MAIL ADDRESS:** uescerts@greyling.com
INSURED UNIVENG UES Professional Solutions, LLC 4205 Vineland Road, Suite L1 Orlando, FL 32811	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Greenwich Insurance Company — 22322 **INSURER B :** Westchester Surplus Lines Insurance Co — 10172 **INSURER C :** Landmark American Insurance Company — 33138 **INSURER D :** Homesite Insurance Company of Florida — 11156 **INSURER E :** Convex Insurance UK Limited — 71499 **INSURER F :** Aspen Specialty Insurance Company — 10717

COVERAGES **CERTIFICATE NUMBER:** 398223123 **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	**COMMERCIAL GENERAL LIABILITY** [X] CLAIMS-MADE [X] OCCUR [X] Contractual Liab [X] $1M Emp. Benefit GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	RGC300209902	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y	Y	RAC943832502	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
B C D F	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	G48816149002 LHA612452 CXS04959501 CX010NE26	5/1/2026 5/1/2026 5/1/2026 5/1/2026	5/1/2027 5/1/2027 5/1/2027 5/1/2027	EACH OCCURRENCE AGGREGATE XS GL PerOcc/Agg & EL	$ 8,000,000 $ 8,000,000 $ 4,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	RWC300210002	5/1/2026	5/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability incl. Pollution Liab			RLUSP2600072	5/1/2026	5/1/2027	Per Claim Aggregate	$2,000,000 $4,000,000

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

Re: Project #P-2026-000044, Environmental Assessment Services Continuing Contract.
Palm Beach County, Board of County Commissioners C/O Capital Improvements Division, a political subdivision of the State of Florida, its officers, agents and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER

Palm Beach County, Board of County Commissioners
c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Blackford

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CONTRACT EXHIBIT F

CONFLICT OF INTEREST DISCLOSURE FORM(S)

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

None

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Travis Merrick, as (Title/Position:) President , South Florida Division of (Name of Firm:) UES Professional Solutions, LLC who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

8/5/2026

Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

None

(Attach additional sheets as needed.)

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

This DISCLOSURE is submitted by (Name of Individual:) **David P. Lindley, PLS**, as (Title/Position:) **Senior Vice President** of (Name of Firm:) **Caulfield & Wheeler, Inc.** who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ SUBCONSULTANT.

Signature

08/04/26
Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

None

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Kacia Baldwin, as (Title/Position:) VP of Operations of (Name of Firm:) Jupiter Environmental Laboratories, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Kacia Baldwin Digitally signed by Kacia Baldwin Date: 2026.08.10 11:10:27 -04'00'

Signature

August 10, 2026

Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

None

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Joshua Lee, as (Title/Position:) President of (Name of Firm:) Terraquatic, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

August 10, 2026
Date

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **UES Professional Solutions, LLC** (ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Travis Merrick - President, South Florida Division
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 5th day of August 2026, by Travis Merrick.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires: 8/3/2029
State of Florida at large

Notary Public State of Florida
Jill Van Wie
My Commission HH 705965
Expires 8/3/2029

(Notary Seal)

ATTACHMENT #4

DISCLOSURE OF OWNERSHIP INTERESTS

TO: **PALM BEACH COUNTY CHIEF OFFICER,**
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared August 5, 2026, by means of [✓] physical presence OR [ ] online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[ ] an individual *or*
[✓] the President - South Florida of UES Professional Solutions, LLC,
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 3921 Westgate Ave, West Palm Beach FL 33409.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Travis Merrick, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of X *physical presence OR* _____ *online notarization this* 5th *day of* August, 2026, *by* Travis Merrick, [X] *who is personally known to me or* [ ] *who has produced* _____ *as identification and who did take an oath.*

Notary Public State of Florida
Jill Van Wie
My Commission HH 705985
Expires 8/3/2029

Notary Public
Jill VanWie
(Print Notary Name)
State of Florida at Large
My Commission Expires: 8/3/2029

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	**Address**
Obsidian Group Acquisitions, Inc is 100% owned by a holding company which is owned by a Private Equity Fund.	
Obsidian Group Acquisitions, Inc., a Delaware corporation, is 100% owned by Obsidian Group Holdings, LLC	
a Delaware limited liability company, which is 100% owned by Universal Engineering Sciences MidCo, Inc.,	
a Delaware corporation, which is owned 100% by Universal Engineering Sciences Holdings, Inc	
, a Delaware corporation, which is owned 100% by Universal Engineering Sciences Holdings, LLC,	
a Delaware limited liability company, which is majority owned by the BDT PE Fund.	
No one person owns more than 5% of Obsidian Group Acquisitions, Inc., except as previously described.	

ATTACHMENT #1

Form Res. 04/02/26

CONTRACT FOR CONSULTING SERVICES PROFESSIONAL

ENVIRONMENTAL ASSESSMENT SERVICES

ON A CONTINUING CONTRACT BASIS

P-2026-000044

PARTNER ASSESSMENT CORPORATION
DBA
PARTNER ENGINEERING AND SCIENCE, INC.

(Non-Federal)

Form Res. 04/02/26

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CONTRACT FOR CONSULTING SERVICES PROFESSIONAL
ON A CONTINUING CONTRACT BASIS
Project Name: EVIRONMENTAL ASSESSMENT SERVICES
Project No.: P-2026-000044
(hereinafter the "Project")

This Contract (hereinafter "Contract') is made as of 11-10-26 by and between **PALM BEACH COUNTY,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Partner Assessment Corporation DBA Partner Engineering and Science, Inc., a Foreign Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT, whose Federal I.D. number is 20-8264379.

WHEREAS, the COUNTY desires to hire CONSULTANT to provide professional services on an as needed continuing basis as described in this Contract;

WHEREAS, the COUNTY has selected CONSULTANT pursuant to the requirements of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA) and related County policies and procedures;

WHEREAS, this Contract is a "Continuing Contract" pursuant to the CCNA which provides that the County may award projects to the Design Professional that are within the maximum dollar amounts for continuing contracts as provided in the CCNA. Should the CCNA be amended in the future to increase the maximum dollar amounts for continuing contracts, this Contract shall be deemed to be automatically likewise amended. (Presently, the CCNA allows professional design services under a continuing contract where the construction costs for each individual project assigned do not exceed $7.5 million, and services for a study activity when the fee for each study assigned does not exceed $500,000);

WHEREAS, negotiations pertaining to the services to be performed by the CONSULTANT were undertaken with the CONSULTANT, and this Contract incorporates the results of such negotiations

NOW, THEREFORE, in consideration of the mutual promises and consideration contained herein, the COUNTY and the CONSULTANT agree as follows:

SECTION 1 - DEFINITIONS

Additional Services: services requested under an existing Consultant Services Authorization that are not described in Basic Services. Additional Services may be authorized through the execution of a Supplement to a Consultant Services Authorization.

Approval/Acceptance/Authorization: when referring to COUNTY's approval, acceptance or authorization, such shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but

only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred by the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

Basic Services: all services described under Section 2 of this Contract and/or in the Scope of Work attached hereto as **Exhibit B** and/or included in the CSA for each project.

Board or BCC: means the Board of County Commissioners of Palm Beach County Florida which is the governing body of the COUNTY.

Construction/Contract Documents: means the contract documents of the Contractor for each project and shall include, but not be limited to the Advertisement for Bids, Instructions to Bidders, OSBD Schedules, Bid Proposal, Bid Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification of Substantial Completion, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Design Documents whether preliminary or final, Engineering Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Construction Documents.

Consultant: the firm selected to perform the services under this Contract.

Consultant Contract or Contract: consists of this Contract, the OSBD forms when completed by the Consultant, the Request for Proposals, Consultant's proposal and presentation, any CSAs and Supplements to a CSA when executed and any notice to proceed under the Contract or a CSA or a Supplement; all of which are incorporated herein by reference.

Consultant Services Authorization or CSA: a document issued pursuant to this Contract that assigns a project or task under this Contract to the CONSULTANT which includes an agreed upon scope of work, payment terms, schedule, deliverables and other project requirements.

Contractor: the person, firm, corporation or other entity who enters into an agreement with the COUNTY to perform the construction work for a project.

County Representative: The Director of the COUNTY's Capital Improvements Division.

Governing Order of the Contract: is defined to be as follows: The Contract includes various documents which are essential parts for the services to be provided by the Consultant. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project. In case of discrepancy, the following precedence will govern the interpretation of the Contract:

1. This Contract and any amendments to this Contract;
2. The OSBD forms when completed by the Consultant;
3. CSAs and Supplements to a CSA;
4. Notices to Proceed;
5. Request for Proposals;
6. Consultant's proposal and presentation.

In the event that any conflicts cannot be resolved by reference to this "Governing Order of the Contract" definition, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract.

Observe, Observation(s), Visit(s): site visits by the CONSULTANT to determine if construction is being performed in compliance with the Construction/Contract Documents and to determine if the contractor is progressing according to the Project Schedule.

OSBD or Office of SBD: means the COUNTY's Office of Small Business Development.

Professional Services or Services of a Design Professional: has the meaning set forth in Florida Statutes Section 287.055, and means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state of Florida.

SBE: A business located in Palm Beach County Florida which meets the criteria and eligibility requirements of the COUNTY's Small Business Development (SBD) Program pursuant to Palm Beach County Code Section 2-80.20 through 2-80.28, as may be amended, and which is certified by the COUNTY's Office of SBD.

Supplement: an amendment to an existing Consultant Services Authorization.

The Project: shall mean each project assigned to the CONSULTANT under this continuing Contract.

Capitalized terms not defined in this Contract will have the meaning defined in the Construction/Contract Documents.

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 GENERAL.

2.1.1 Basic Services. CONSULTANT shall provide to COUNTY professional services for all phases of a project assigned under this continuing Contract as hereinafter provided in this Section 2 (the Basic Services). These services will include providing professional engineering and/or architectural consultation and advice and furnishing customary civil, structural, mechanical, electrical, and plumbing engineering and/or architectural services, surveying, geotechnical services, and regulatory services incidental thereto, as well as any specialty subconsultant services necessary to complete the required Scope of Work for each project assigned under this Contract.

2.1.2 Scope of Work. The services of this Contract may include a series of many separate individual task or projects as generally described in **Exhibit B** (Scope of Work). Task assignments will be subject to scope definition and determination of level of

effort on a task-by-task basis. During the term of this Contract, the COUNTY may require services that are expected to be more extensive in scope or a different nature than contemplated under this Contract. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understand that the relationship between CONSULTANT and COUNTY under this Contract shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in participating in the selection process for a consultant to provide such additional services.

2.1.3 Assignment of Work. Assignment of tasks to the CONSULTANT will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The COUNTY may enter into similar contracts with other consultants to provide the same or similar services during the term of this Contract.

2.1.4 CSA. Each task performed under this Contract will be assigned to the CONSULTANT for accomplishment by a separate written Consultant Service Authorization. For each task or project, COUNTY will require CONSULTANT to provide a proposed written Scope of Work including schedule and cost, for COUNTY review. Upon mutual agreement of the CSA Scope of Work, schedule and cost (lump sum fee or not-to-exceed amount arrived at in accordance with Section 6 of this Contract), COUNTY will issue a CSA and a notice to proceed for each assigned task or project. The types of individual projects or tasks to be assigned to CONSULTANT under this Contract may include, but not necessarily limited to those generally described on **Exhibit B.**

2.1.5 Design Manual. In the performance of this Contract, the CONSULTANT shall become familiar with and perform such services in accordance with the Policy and Procedures Manual (Manual) for Design Professionals, latest edition, prepared by COUNTY. If CONSULTANT fails to comply with the Manual, it shall redesign in compliance with the Manual at no additional cost to the COUNTY.

2.1.6 Progress Reports. The CONSULTANT shall provide progress reports in a format acceptable to the COUNTY during each phase of each project assigned under this Contract at intervals established by the COUNTY. However, the COUNTY is entitled at all times to be advised of the status of the CONSULTANT's work and the details thereof and may request a progress report at any time.

2.1.7 Disputes and Specific Performance. All services will be performed by the CONSULTANT to the satisfaction of the COUNTY's Representative or his designee. In accordance with the Governing Order of the Contract, the COUNTY will decide all questions, difficulties and disputes of any nature whatsoever that

may arise under or by reason of the Contract, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. At all times the CONSULTANT shall continue to perform the services required under this Contract and maintain its Project Schedule for each project. In no event will the filing of a claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the services required hereunder.

2.1.8 VSS Registration Required. Prior to beginning work, CONSULTANT must register in the County's Vendor Self Service ("VSS") system at https://pbcvssp.pbc.gov/vssprd/Advantage4. If CONSULTANT intends to use subconsultants, CONSULTANT must also ensure that all subconsultant agreements must include a contractual provision requiring that the subconsultant register in VSS.

2.1.9 CONSULTANT must use project management software when and as requested by the COUNTY.

2.2 STUDY AND REPORT PHASE OR SCHEMATIC DESIGN PHASE.

2.2.1 Study and Report Phase. For Engineering Projects: If required as part of the CSA Scope of Work and after written authorization to proceed:

2.2.1.1 Project Review. The CONSULTANT shall a consult with COUNTY to clarify and define COUNTY'S requirements for the project and review available data and shall arrive at a mutual understanding of such requirements with the COUNTY.

2.2.1.2 Resources. The CONSULTANT shall advise COUNTY as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of CONSULTANT's services under this Contract, and assist COUNTY in obtaining such data and services.

2.2.1.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the project.

2.2.1.4 Approvals. The CONSULTANT shall identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate with COUNTY in consultations with such authorities.

2.2.1.5 Needs Analysis. The CONSULTANT shall provide analyses of the COUNTY's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

2.2.1.6 Economic Analysis. The CONSULTANT shall provide a general economic analysis of the COUNTY's requirements applicable to various alternatives.

2.2.1.7 Report. The CONSULTANT shall prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY, and setting forth CONSULTANT's findings and recommendations (the "Study and Report"). This Study and Report will be accompanied by CONSULTANT's opinion of probable construction costs for the project.

2.2.1.8 Copies. The CONSULTANT shall furnish five copies of the Study and Report documents and review them in person with COUNTY.

2.2.2 Schematic Design Phase. For Architectural Projects: If required as part of the CSA Scope of Work and after written authorization to proceed:

2.2.2.1 Program Review. The CONSULTANT shall review the program (if one is provided by the COUNTY), to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with the COUNTY.

2.2.2.2 Evaluation. The CONSULTANT shall provide a preliminary evaluation of the COUNTY's program, schedule and construction budget requirements, each in terms of the other.

2.2.2.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the project.

2.2.2.4 Documents. Based on the mutually agreed upon program, schedule and construction budget requirements, the CONSULTANT shall prepare for approval by the COUNTY, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of project components ("Schematic Design Documents").

2.2.2.5 Number. The CONSULTANT shall furnish five (5) copies of the Schematic Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with the COUNTY.

2.2.2.6 Permit List. Concurrent with the completion of the schematic design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the CONSULTANT must submit applications for each in order to meet Project Schedule requirements. The CONSULTANT shall 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit or regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

2.3 PRELIMINARY DESIGN PHASE OR DESIGN DEVELOPMENT PHASE.

2.3.1 Preliminary Design Phase. For Engineering Projects: If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.3.1.1 Project Scope. In consultation with COUNTY and on the basis of the accepted Study and Report documents, the CONSULTANT shall assist in determining the general scope, extent and character of the project.

2.3.1.2 Documents. The CONSULTANT shall prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the project (Preliminary Design Documents).

2.3.1.3 Resources. The CONSULTANT shall advise COUNTY, in writing, if additional data or services required for the completion of CONSULTANT's services under this Contract are necessary and assist COUNTY in obtaining such data and services.

2.3.1.4 Construction Costs. Based on the information contained in the Preliminary Design Documents, the CONSULTANT shall submit a revised opinion of probable Construction Costs. See Section 7 for further requirements on Construction Costs.

2.3.1.5 Copies. The CONSULTANT shall furnish five (5) copies of the above Preliminary Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with COUNTY.

2.3.1.6 Permit List. The CONSULTANT shall be responsible for assisting the COUNTY in securing approvals required to construct each project assigned under this Contract. Prior to completion of the conceptual design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the contractor must submit applications for each, in order to meet the Project Schedule requirements. The CONSULTANT shall: 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit and regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

2.3.2. Design Development Phase. For Architectural Projects: If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.3.2.1 Documents. Based on the approved Preliminary Design Documents or the approved Schematic Design Documents, as the case may be, and any adjustments authorized by the COUNTY in the program, schedule or construction budget, the CONSULTANT shall prepare for approval by the COUNTY design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to architectural, civil, structural, mechanical and

electrical systems, materials and such other elements as may be appropriate ("Design Development Documents").

2.3.2.2 Number. The CONSULTANT shall furnish five (5) copies of the Design Development Documents (2 full size and 3 reduced size) and electronic files in pdf and present and review them in person with the COUNTY at 100% completion status.

2.3.3 Public Art and Design. If required as part of the CSA Scope of Work and after written authorization to proceed:

2.3.3.1 AIPP. CONSULTANT acknowledges that the COUNTY has established an Art in Public Places Program (AIPP) in order to integrate art into capital projects and to integrate artist's design concepts into the overall project design. Artist(s) are selected by the COUNTY through an independent process.

2.3.3.2 Cooperation. CONSULTANT shall cooperate with the artist(s) and include the artist(s) in the preliminary design and design phases of a project for the purpose of properly incorporating the artist's design(s) into the design of the project. CONSULTANT shall notify the artist(s) in writing of all design meetings and shall provide the artist(s) with a schedule of milestone dates. The artist's design, as properly incorporated into the design of the project, shall be permitted as part of the master site or facility plan. CONSULTANT shall ensure that subconsultants, if any, are made aware of the AIPP and the possible requirement of working with the artist(s).

2.4 CONSTRUCTION DOCUMENT PHASE.

If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.4.1 Documents. Based on the approved Preliminary Design Documents or the approved Design Development Documents, as the case may be, and any further adjustments in the scope of the project or in the construction budget authorized by the COUNTY, the CONSULTANT shall prepare, for approval by the COUNTY, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project. Drawings shall be prepared using AutoCAD. Specifications shall be organized and prepared in accordance with Construction Specifications (CSI) Institute's Manual of Practice.

2.4.2 Review. The CONSULTANT shall review the COUNTY furnished front-end documents, general conditions, and technical specifications and advise the COUNTY of any conflicts or inconsistencies with CONSULTANT's specifications.

2.4.3 Permit List. The CONSULTANT shall provide the COUNTY with a status report on all approvals and permits required to construct the project which includes confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the CONSULTANT.

2.4.4 Construction Cost Update. The CONSULTANT shall advise COUNTY of any adjustments to the latest opinion of probable Construction Costs caused by changes in general scope, extent or character or design requirements of the project and furnish to COUNTY a revised opinion of probable Construction Costs based on the drawings and specifications, at the 95% CD submittal. The estimate shall be in CSI format. Refer to Section 7 for further information on Construction Costs.

2.4.5 Number. The CONSULTANT shall furnish five (5) copies (2 full size and 3 reduced size) and electronic files in pdf of the above Construction Documents and of the drawings and specifications and review them in person with the COUNTY at 50%, 95% and 100% completion status. The CONSULTANT shall respond in writing, to any comments given by the COUNTY in writing to the CONSULTANT. On the basis of the accepted 95% Construction Documents, the CONSULTANT shall prepare three (3) sets of signed and sealed Construction Documents, or electronically signed and sealed documents if acceptable to the authority having jurisdiction for permitting purposes. The CONSULTANT shall provide corrections and/or changes required by the permitting agency at no additional cost to the COUNTY (100% Construction Drawings).

2.4.6 Format. The CONSULTANT shall provide reproducibles and a digital copy of the approved construction plans (CAD and pdf files) and a master set of technical specifications (both hard copy and in pdf format) for the COUNTY's use to issue bidding documents. CONSULTANT shall deliver interim copies in electronic format if requested by the COUNTY.

2.4.7 Asbestos. CONSULTANT shall not specify any materials which contain asbestos. CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have reasonably known.

2.4.8 Delegation. CONSULTANT shall not delegate any design services to the construction Contractor unless specific approval is given by the COUNTY in advance, in writing. When design/build services are approved by COUNTY, CONSULTANT shall clearly state in the Construction Documents what performance and design criteria must be satisfied by the Contractor.

2.4.9 Competition. Construction Documents shall be prepared that enhance competitive bids. Unless authorized in writing by COUNTY, specifications for equipment shall be written in the descriptive style and be non-restrictive in product manufacturer selection. A minimum of three (3) manufacturers or vendors shall be included for each product specified and the Contractor shall be allowed to propose substitutions unless an exception is approved by the COUNTY.

2.4.10 Construction Schedule. Prior to the initiation of the bidding or negotiation phase of each project with potential Contractors or applicable trades, CONSULTANT shall

develop a project schedule for each project assigned setting forth the reasonably anticipated timing of completion of major project milestones. The construction schedule shall set forth a description of the progress of the work that is adequate to inform potential Contractors and all trades of COUNTY's expectations for timely completion of the project.

2.4.11 Preparation of Bid Packages. CONSULTANT shall organize the Construction Documents by customary divisions or to otherwise efficiently identify the work of respective trade to facilitate bids from each trade and class of suppliers required for each the project assigned.

2.5 BIDDING OR NEGOTIATING PHASE.

If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.5.1 Pre-Bid Meeting. The CONSULTANT shall attend the pre-bid meeting in order to answer questions with regard to design documents or specifications that the CONSULTANT has developed. If official written clarifications are necessary, the COUNTY will issue an addendum to the bidding documents, and the CONSULTANT will assist the COUNTY by recommending language for any addenda that clarifies the CONSULTANT's design.

2.5.2 Substitutions. The CONSULTANT shall consult with the COUNTY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents. However, it is the COUNTY's decision on whether or not a substitution will be allowed.

2.5.3 As-Bid Set. Within 20 days after bid opening, the CONSULTANT shall provide to COUNTY specification sections and drawings updated to reflect changes made by Addendum ("As-Bid Set").

2.5.4 CM. The COUNTY may select a construction manager for a project (the Construction Manager or CM), and the CONSULTANT shall coordinate its services hereunder with the Construction Manager. Nothing in the CM contract will confer direct responsibility on the Construction Manager for the CONSULTANT's services, nor shall anything contained therein diminish CONSULTANT's responsibility for its services as set forth hereunder.

2.5.4.1 Guaranteed Maximum Price (GMP). At the completion of each phase of design, COUNTY will furnish CONSULTANT with either a cost estimate or a guaranteed maximum price proposal (GMP) prepared by the Construction Manager based upon the design prepared by the CONSULTANT. If the cost estimate is over the stated budget for the Project or if COUNTY does not accept the Construction Manager's GMP proposal, the CONSULTANT shall participate with the COUNTY and Construction Manager in constructability

reviews and shall revise the documents as necessary and as approved by the COUNTY in order to construct the project within the budget. The CONSULTANT shall participate with the COUNTY in reviewing the final GMP proposal documents, together with its supporting assumptions, clarifications, and contingencies.

2.5.4.2 Revisions. After the GMP has been accepted by the COUNTY, the CONSULTANT shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the GMP.

2.6 CONSTRUCTION ADMINISTRATION PHASE.

If required as part of the CSA Scope of Work, and after written authorization to proceed:

2.6.1 General Administration of Construction Contract. CONSULTANT shall consult with and advise COUNTY during construction within the limits of the Construction Documents.

2.6.2 Visits to Site and Observation of Construction.

2.6.2.1 Meetings. CONSULTANT shall attend the pre-construction conference to answer questions on the CONSULTANT's design and specifications, assist the COUNTY in conducting progress meetings, and record meeting minutes.

2.6.2.2 Site Visits. CONSULTANT and its subconsultants, as necessary, shall make periodic and regular, but no less than once every other week, visits to the site, at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe, as an experienced and qualified design professional, the progress, quality and timely performance of the various aspects of Contractor's work relative to the plans and specifications prepared by the CONSULTANT. Based on information obtained during such visits and on such observations, CONSULTANT shall verify and determine if such work is proceeding in accordance with the Construction/Contract Documents and Contractor's schedule and CONSULTANT shall keep COUNTY informed of the progress of the work. Written reports of CONSULTANT's visits shall be provided to COUNTY.

2.6.2.3 Purpose of Site Visits. The purpose of CONSULTANT's presence at the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Administration Phase. In addition, as an experienced and qualified design professional, CONSULTANT will provide for COUNTY greater assurance that the completed work of the Contractor(s) will conform to the Construction/Contract Documents and that the design as reflected in the Construction/Contract Documents has been implemented and preserved by the

Contractor(s).

2.6.3 Defective Work. On the basis of CONSULTANT's observations, CONSULTANT shall recommend to COUNTY to disapprove of or reject Contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed project that conforms to the Construction/Contract Documents, or that it will prejudice the design concept of the project as reflected in the Construction/Contract Documents. The CONSULTANT shall immediately notify the COUNTY and the Contractor of any defective work by the Contractor, and the COUNTY will determine what action is necessary.

2.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Construction/Contract Documents and in connection therewith prepare field bulletins and field instructions for review and approval by the COUNTY.

2.6.5 Shop Drawings. CONSULTANT shall review and approve (or take other appropriate action) shop drawings (as that term is defined in the COUNTY's Standard General Conditions), samples, schedules, and other data which Contractor(s) are required to submit for compliance with the Construction/Contract Documents in a timely manner which will not delay the Contractor(s) in completing its work and notify the COUNTY of such reviews.

2.6.6 Substitutes. CONSULTANT shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and review with and advise the COUNTY on such acceptability prior to the COUNTY making a determination.

2.6.7 Inspections and Tests. CONSULTANT shall have authority to require special inspection or testing of the work after notifying the COUNTY. CONSULTANT shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Construction/Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Construction/Contract Documents). COUNTY will pay for testing labs. If the CONSULTANT's testing indicates that the Contractor is not in compliance, the COUNTY will determine the actions that will be taken against the Contractor with regard to the testing results.

2.6.8 Disputes and Changes during Construction. CONSULTANT shall act as initial interpreter of the requirements of the Construction/Contract Documents and judge of the acceptability of the Contractor's work thereunder and notify the COUNTY and the Contractor of any variances, deviations and non-conforming work. The COUNTY will determine the course of action necessary after notification of non-conforming work. The CONSULTANT will assist the COUNTY in holding meetings and negotiations with the Contractor to resolve disputes or changes to the Construction/Contract Documents. CONSULTANT will review all change orders

and Contractor's extra work proposals and advise COUNTY of the acceptability of the proposed change and the costs of such change. The COUNTY will review, approve and process change orders that the COUNTY determines are necessary.

2.6.9 Contractor's Applications for Payment. Based on CONSULTANT's on-site observations as an experienced and qualified design professional and based on review of applications for payment and the accompanying data and schedules:

2.6.9.1 Review. CONSULTANT shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. COUNTY will review payment applications and CONSULTANT's recommendations and determine final approval of payment. Such recommendations of payment by the CONSULTANT will constitute a representation to COUNTY, based on CONSULTANT's observations and review, that the work has progressed to the point indicated, and that, in accordance with the standard of care referenced herein, the work is in compliance with the Construction/Contract Documents. This recommendation will be subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction/Contract Documents and to any other qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Construction/Contract Documents).

2.6.9.2 Recommendation. By recommending payment, CONSULTANT represents to COUNTY that to the best of the CONSULTANT's knowledge the quality and quantity of Contractor's work, as it has been furnished and performed is in compliance with the Construction/Contract Documents.

2.6.10 Contractor(s) Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Construction/Contract Documents. Such review by the CONSULTANT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with the Construction/Contract Documents; and CONSULTANT shall transmit them to COUNTY with written comments.

2.6.11 Punch-list. When requested by the COUNTY, CONSULTANT shall review the Contractor's initial punchlist for Substantial Completion and shall prepare a comprehensive list of uncompleted or unacceptable items and deficiencies (punchlist) for review by the COUNTY.

2.6.12 Substantial Completion. CONSULTANT shall conduct with the COUNTY an inspection and conduct and/or observe any tests necessary to determine if the work

is substantially complete and notify the COUNTY. A final inspection of the project will be made with the COUNTY to determine if the completed work is acceptable so that the CONSULTANT may recommend, in writing, final payment to the Contractor(s) and may give written notice to the COUNTY and the Contractor(s) that the work is acceptable and in compliance with the Construction/Contract Documents.

2.6.13 Changes Documented. The CONSULTANT shall prepare and provide to COUNTY AutoCAD dwg files as well as pdf files in electronic format as built drawings that incorporate all changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and CONSULTANT's own observations and which CONSULTANT considers significant.

2.7 OPERATIONAL PHASE.

During the Operational Phase, CONSULTANT shall, when requested by the COUNTY:

2.7.1 Assistance. The CONSULTANT shall provide assistance, consistent with contractual services, in conjunction with the start-up, refining, and adjusting of any equipment or system.

2.7.2 Advice. In company with the COUNTY, the CONSULTANT shall visit the project to observe and point out any apparent defects in the completed construction, assist COUNTY in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work, including assisting the COUNTY during warranty of the project(s).

2.7.3 Training. In conjunction with Contractor, the CONSULTANT shall assist in training COUNTY's staff to operate and maintain the project.

SECTION 3 – MODIFICATIONS OF WORK/ADDITIONAL SERVICES

3.1 NOTICE OF CHANGE.

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

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the CSA Scope of Work affected by a contemplated change, pending the COUNTY's decision regarding the proposed change.

3.2 AMENDMENT.

If the COUNTY elects to make the change, the COUNTY shall issue a Supplement to an existing Consultant Service Authorization; and the CONSULTANT shall not commence work on any such change until such Supplement has been signed by the CONSULTANT and approved and executed by the COUNTY.

SECTION 4 - COUNTY'S RESPONSIBILITIES

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

4.1 COUNTY REPRESENTATIVE.

The COUNTY's Representative with respect to the services to be rendered under this Contract is Director of the County's Capital Improvements Division. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY's policies and decisions with respect to CONSULTANT's services.

4.2 PROJECT REQUIREMENTS.

As requested, in writing by CONSULTANT, the COUNTY will provide all criteria and full information as to COUNTY's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and COUNTY will furnish copies of all design and construction standards which COUNTY will require to be included in the drawings and specifications.

4.3 ACCESS.

The COUNTY will arrange for access to and make provisions where necessary for CONSULTANT to enter upon property or inspect COUNTY records as required for CONSULTANT to perform services under this Contract, subject to any applicable requirements regarding Confidential Information as described in Section 8.15 herein.

4.4 REVIEW.

The COUNTY will examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, the COUNTY will render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for Approval or Acceptance.

4.5 MULTIPLE PRIMES.

If more than one prime contract is to be awarded for construction, materials, equipment and services for a project, the COUNTY will designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

4.6 COST DATA.

The COUNTY will furnish to the CONSULTANT data or estimated figures as to COUNTY's anticipated costs for services to be provided by others for COUNTY so that CONSULTANT may make the necessary findings to support opinions of probable Construction Costs.

4.7 MEETINGS.

The COUNTY will attend the pre-bid conference, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

4.8 NOTICE.

The COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

SECTION 5 - PERIODS OF SERVICE

5.1 TERM.

The period of service and the Contract term shall commence upon the approval and execution of this Contract by both parties and continue for a period of five (5) years and, additionally, it shall continue until completion of all phases of any outstanding consultant service authorizations issued within the period of this Contract, unless otherwise terminated as provided herein.

5.2 TIME EXTENSIONS.

If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the project, the time of performance of CONSULTANT's services shall be adjusted equitably.

5.3 COUNTY DELAYS.

If CONSULTANT's services for design or during construction of the project are delayed or suspended in whole or in part by COUNTY for more than nine (9) months for reasons beyond CONSULTANT's control, CONSULTANT may be entitled to an adjustment in compensation to

the extent of any documented and verified costs actually, reasonably and necessarily incurred by CONSULTANT due to any such delay, but in no event shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages.

5.4 SEQUENCING.

In the event that the work designed or specified by CONSULTANT for a project is to be furnished or performed under more than one prime contract, or if CONSULTANT's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), COUNTY and CONSULTANT shall, prior to commencement of the Construction Document Phase, develop a schedule for performance of CONSULTANT's services during the Construction Document, Bidding or Negotiating and Construction Administration Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in the CSA Scope of Work.

5.5 MONITORING PROJECT SCHEDULE.

The CONSULTANT is to provide and regularly update a detailed project schedule (the Project Schedule) with each CSA Scope of Work for each project assigned under this continuing Contract and once accepted by the COUNTY, it will be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services required hereunder. In the event there have been delays which would affect the completion date of deliverables under the Project Schedule, the CONSULTANT will submit a written request to the COUNTY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The COUNTY will review the request and make a determination as to granting all or part of the requested extension.

SECTION 6 – METHOD OF COMPENSATION AND PAYMENTS TO CONSULTANT

6.1 METHODS OF COMPENSATION

CONSULTANT will be compensated for services performed under this Contract on either: 1) a fixed price/lump sum basis, or 2) a time charge/not-to-exceed basis; as identified in each applicable CSA. The fixed price/lump sum method of compensation is described in Section 6.3 herein, and the time charge/not to exceed method of compensation is described in Section 6.4 herein.

6.2 FEE.

The COUNTY agrees to pay the CONSULTANT compensation for duly authorized services performed as set forth in each applicable CSA. The applicable CSA shall establish both the amount of compensation and the method of compensation for services performed under this Contract (i.e. whether the fee is lump sum/fixed price or whether the fee is time charge/not to

exceed). If the time charge/not to exceed method of compensation is used, the applicable CSA shall specifically state whether the reimbursement of expenses is authorized and set a separate not to exceed amount for authorized expenses, if any.

6.3 FIXED PRICE/LUMP SUM PAYMENT METHOD.

When the CONSULTANT's services are to be compensated for on a fixed price/lump sum method of compensation, as identified in the applicable CSA, then the COUNTY and CONSULTANT shall mutually agree to a fixed price/lump sum fee for all services required to complete the project along with a detailed Scope of Work for the CSA. Prior to execution of the fixed price/lump sum CSA, the CONSULTANT shall have submitted to the COUNTY's Representative a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed CSA Scope of Work. The fixed price/lump sum fee shall include all services required to complete the CSA Scope of Work including labor, expenses, overhead and profit as part of the fixed price/lump sum. CONSULTANT agrees that the fee is not tied to construction cost.

6.4 TIME CHARGE/ "NOT TO EXCEED" METHOD.

When the time charge/not to exceed basis is identified in the applicable CSA as the method of compensation, the CONSULTANT will submit a not to exceed budget to the COUNTY's Representative for prior approval based on estimated labor hours and labor rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed CSA Scope of Work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT shall notify the COUNTY's Representative in writing when 90% of the not to exceed amount has been reached. CONSULTANT agrees that the fee is not tied to construction cost.

6.5 SUBCONTRACTS.

Sub-contractual services shall be included at the actual fees proposed by the subconsultant and accepted by the COUNTY. Subcontractual services and fees shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.

6.6 LABOR RATES.

Labor rates of CONSULTANT and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor.

The schedule of hourly labor rates by labor category as set forth in **Exhibit C** is attached hereto and made a part hereof. The rates listed in **Exhibit C** shall remain in effect for a period of two years from the date of contract execution. At the end of this initial two (2) year period, the hourly raw labor rates may be re-negotiated if requested by the CONSULTANT; and, if the cost-of-living index supports an increase, an increase of up to three percent (3%) may be allowed for each one (1) year period thereafter. Any such increase will be negotiated and supported by

calculations using the Consumer Price Index – All Urban Consumers (CPI-U) U.S. City Average.

Salary costs for CONSULTANT as shown on **Exhibit C** and for any subconsultants are the maximum billing rates which are provisional, subject to audit of actual costs and if the audit discloses that the actual costs are less than the costs set forth in **Exhibit C** for the CONSULTANT or for any subconsultant, CONSULTANT shall reimburse the County based upon the actual costs determined by the audit.

6.7 EXPENSES.

6.7.1 If out-of-pocket expenses are authorized in an applicable CSA:

6.7.1.1 All reimbursable expenses will be estimated up front at the time of negotiating each Consultant Service Authorization or Supplement to a CSA;

6.7.1.2 A CSA, or Supplement to a CSA must include a separate not to exceed amount for expenses;

6.7.1.3 Expenses will only be reimbursed up to the separately stated not-to-exceed amount. All expenses exceeding the not- to-exceed amount are the responsibility of the CONSULTANT.

6.7.2 Out-of-pocket expenses means the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT's subconsultants directly or indirectly in connection with the work subject to the following:

6.7.2.1 Reimbursement for travel expenses such as per diem, mileage, meals or lodging expenses shall be in accordance with F.S. 112.061;

6.7.2.2 Reimbursement will not be provided for items or expenses normally connected with the course of doing business such as office supplies, advertisements for hiring personnel, lease or purchase of office furniture or office space, local telephone service, taxes, entertainment expenses (including business lunches), computer time on the CONSULTANT's own equipment, and normal reproduction (copying) charges.

6.7.2.3 Special charges such as printing, duplicating, soil borings, aerial photography, etc. may be reimbursed if a CSA identifies the quantity and unit cost maximum for each type of special charge required by the Contract and identifies the expense as subject to reimbursement;

6.7.2.4 Charges for specialized equipment shall be determined on an individual basis subject to advance approval of the COUNTY;

6.7.2.5 The COUNTY reserves the right to determine if an expense is reasonable and may reject expenses which are excessive or represent costs of a personal nature. The COUNTY will not reimburse the cost of tips, personal items, sundries, travel

insurance, in-room movies, laundry or valet services, cable TV hookups or charges, first class airfare (unless no other service is available), alcoholic beverages, entertainment expenses, and meals or snacks (except meal allowance as authorized by F.S. 112.061)

6.7.3 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each Consultant Service Authorization.

6.8 SCHEDULE OF VALUES.

For either method of compensation, CONSULTANT and COUNTY shall agree on a Schedule of Values incorporating CSA Scope of Work references, deliverables, and milestones. A pay application with percent complete of each activity shall be included with each billing. A schedule update of CONSULTANT's work shall be included with each billing.

6.9 PROGRESS PAYMENTS.

For either method of compensation, the CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

For either method of compensation, the CONSULTANT shall be required to invoice the County no later than sixty (60) days after completion of the scheduled milestone or after acceptance of specified deliverables. Time Charge/Not-To-Exceed progress payments shall be based on monthly milestones.

6.10 APPROVAL PROCESS.

Pay applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's Representative or his/her designee, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the Contract and project number, and applicable Consultant Service Authorization. COUNTY shall provide CONSULTANT with a written notice of disputed invoice within 10 days after receipt of such invoice which clearly states any and all deficiencies in CONSULTANT's invoice that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the invoice that can be paid, the COUNTY shall proceed with prompt payment of that portion of the invoice. Invoices will be paid in accordance with the Local Government Prompt Payment Act.

6.11 FINAL PAYMENT.

In order for both parties to close their books and records, the CONSULTANT will clearly state Final on the CONSULTANT's final/last billing to the COUNTY for each CSA. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY for each CSA. Since the account for such CSA will thereupon be closed, any and other further charges to that CSA, if not properly included on this final invoice for that CSA, are waived by the CONSULTANT.

6.12 RIGHT OF OFFSET.

Except for issues arising from contract indemnification provisions, the COUNTY will have the right to retain out of any payment due the CONSULTANT under this Contract an amount sufficient to satisfy any amount due and owing to the COUNTY by the CONSULTANT under this Contract. The COUNTY may withhold payment on any invoice in the event that the CONSULTANT is in default under any provision of this Contract as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the COUNTY will have the right to retain an amount equal to the damages suffered as a result of the default.

SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST.

7.1.1 Definition. The "Construction Cost" of the project means the total cost to COUNTY of those portions of the entire project designed and specified by CONSULTANT.

7.1.2 Fixed Construction Budget Cap. Upon completion of the Preliminary Design Phase for engineering projects or upon completion of the Design Development Phase for architectural projects, the COUNTY's Representative will determine a fixed construction budget cap for the project (Fixed Construction Budget Cap). The CONSULTANT agrees to maintain this amount or it shall redesign at no cost to the COUNTY until the project can be achieved within this limit. The program shall not be lessened by design requirements to decrease costs without the express written approval of the COUNTY's Representative. Similarly, "add alternates" for program requirements are not allowable in order for the CONSULTANT to lessen costs to meet the Fixed Construction Budget Cap.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 STANDARD OF CARE.

The CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of that level of skill,

knowledge, experience and expertise that is commensurate with design firms of national repute in the areas of practice required for the types of projects that may be assigned under this continuing Contract. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT's representations of skill, knowledge, experience and expertise. By executing this Contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other design professionals possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT's skill, efforts and judgment commensurate with design firms of national repute in the areas of practice required for this Contract. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY's interests and consistent with the COUNTY's stated objectives and recognized professional design standards.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as enacted by the Florida Building Code shall be complied with and incorporated into the projects under this continuing Contract. Additionally, Title II requirements of the 2010 ADA Standards for Accessible Design (published by DOJ, September 15, 2010) shall be complied with and incorporated into the projects under this Contract.

Although specific provisions of this Contract refer to some services with terms such as complete, accurate, full extent, highest, in detail, verify, certify, represent, substantiate, inspect, monitor, discover, as often as necessary, approve, accept, reject, and enforce, such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs except as provided in this Contract.

Acceptance of the work by the COUNTY or Contract termination does not constitute COUNTY approval and will not relieve the CONSULTANT of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The CONSULTANT shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the CONSULTANT without additional compensation.

8.2 TERMINATION.

This Contract may be terminated by the 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 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 CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a termination notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

a. Stop work on the date and to the extent specified.

b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

d. Continue and complete all parts of the work that have not been terminated.

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

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY's exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the projects under this Contract which have been created as a part of CONSULTANT's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

8.3 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Certificate within one (1) year following final payment. COUNTY has the authority and right to audit CONSULTANT's records under this provision.

8.4 PERSONNEL

8.4.1 Representations. The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship or conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel or subconsultants as listed in CONSULTANT's proposal and/or presentation to the COUNTY's selection committee must be made known to the COUNTY's Representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT represents and warrants that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 8.1 above.

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements covering conduct, safety, and security while on COUNTY premises.

8.4.2 CONSULTANT's Representative. Concurrent with its fee proposal for each CSA, the CONSULTANT shall advise the COUNTY of the name of its proposed project manager (the Project Manager). The Project Manager shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this Contract. This individual shall be assigned to the project through final acceptance of construction. The Project Manager shall not be removed from his/her responsibilities on the project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT's designated Project Manager and the right to require the CONSULTANT to replace its designated Project Manager with another individual acceptable to the COUNTY.

8.5 CRIMINAL HISTORY RECORDS CHECK.

The CONSULTANT, CONSULTANT'S employees, subcontractors/subconsultants of CONSULTANT and employees of subcontractors/subconsultants 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 Resolutions R2013-1470, R2015-0572, and R2024-0549, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its price for any services authorized under this Contract 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 the above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT and provide specific instructions for meeting the requirements of this Ordinance.

Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of CONSULTANT does not have his/her own unique email address, CONSULTANT agrees to provide one to that employee.

Individuals passing the background check will be issued a badge. CONSULTANT shall make every effort to collect the badges of its employees and its subconsultants' employees upon conclusion of the contract work and return them to the COUNTY. If the CONSULTANT or its subconsultant terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within 2 hours. At the time of termination, the CONSULTANT shall retrieve the badge and return it to the COUNTY in a timely manner. The COUNTY reserves the right to suspend any consultant that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the COUNTY regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

8.6 SMALL BUSINESS DEVELOPMENT PROGRAM.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small and locally owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Small Business Development (SBD) Ordinance which is codified in Sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the County's requirements for the SBD program, and is incorporated herein and made part of this Contract. Non-compliance with the SBD Ordinance must be corrected within thirty (30) calendar days from when notice of non-compliance is sent. Failure to comply with the SBD Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;

- Termination of the Contract based upon a material breach of contract pertaining to the SBD Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as set out in **Exhibit A** to this Contract, the RFP, and the CONSULTANT's proposal, which are incorporated herein by reference. Failure to comply with this section of the Contract is a material breach of this Contract.

CONSULTANT shall report all subcontractor payment information for each project assigned on OSBD Schedules 3a and 4, or as otherwise required by the Office of SBD, and, when the SBD portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONSULTANT shall pay subconsultants undisputed amounts within ten (10) days after County pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subconsultant and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

CONSULTANT must notify the Office of SBD of changes in SBE utilization and get prior approval for any substitutions.

The Office of SBD has the right to review CONSULTANT's records and interview Subcontractors in order to determine compliance with the County's SBD Program and contract requirements for up to four (4) years from contract completion or termination date.

8.7 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 R2025-0748, as may be amended, the 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection,

hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The 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 discrimination. The 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. CONSULTANT shall include this language in its subcontracts.

8.8 INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

The CONSULTANT represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

8.9 CONTINGENT FEES.

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

8.10 AUTHORITY TO PRACTICE.

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

All final plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes.

8.11 TAXES.

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The CONSULTANT is not authorized to use the COUNTY's Tax Exemption Number in securing such materials.

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

8.12 AVAILABILITY OF FUNDS.

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

8.13 INSURANCE.

8.13.1 Requirements. CONSULTANT shall maintain, at its sole expense, in full force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

8.13.2 Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than $1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsements excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

8.13.3 Reserved

8.13.4 Workers' Compensation Insurance & Employer's Liability. CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440, Florida Statutes.

8.13.5 Professional Liability. CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

8.13.6 Reserved

8.13.7 Waiver of Subrogation. Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy, except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

8.13.8 Certificate(s) of Insurance. On execution of this Contract, renewal of the Contract, within forty-eight (48) hours of a request by COUNTY, or upon expiration of any of the required coverages throughout the term of the Contract, CONSULTANT shall deliver to the COUNTY or to COUNTY's designated representative a signed a Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect.

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,
c/o Capital Improvements Division,
2633 Vista Parkway,
West Palm Beach, FL 33411-5604

8.13.9 Reserved

8.13.10 Reserved

8.13.11 Right to Revise or Reject. COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract.

8.14 OWNERSHIP OF DOCUMENTS.

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

All information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

If COUNTY requests in writing, the CONSULTANT shall return to COUNTY any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately.

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

8.14A PHOTOGRAPHY OF A COMPLETED PROJECT

If CONSULTANT photographs or videos a completed project, CONSULTANT agrees to provide the COUNTY with a copy of such photos or video in a digital file uploaded to the COUNTY's File Transfer Protocol (FTP) site or provided on a flash drive delivered to the County's Representative.

8.15 CONFIDENTIALITY OF INFORMATION AND COMPLIANCE WITH THE PUBLIC RECORDS LAW.

8.15.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

8.15.2 Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the COUNTY has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the CONSULTANT's work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.

8.15.3 Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the CONSULTANT include, but are not limited to:

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure owned or operated by the COUNTY;
- Security or firesafety system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or consultations relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;
- Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the County;
- Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;
- Threat assessments;
- Emergency evacuation plans;

- Sheltering arrangements; and/or
- Manuals for security or firesafety personnel, emergency equipment or security or firesafety training.

The CONSULTANT has an obligation to maintain the confidential status of Confidential Information. The CONSULTANT shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the COUNTY. The CONSULTANT shall restrict access to Confidential Information to: 1) the CONSULTANT's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services related to this Contract. Prior to releasing any Confidential Information to a Third Party, the CONSULTANT shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Contract, and maintain a list of any Third Party to which the CONSULTANT has distributed Confidential Information. Other than as authorized above, the CONSULTANT **shall not, without prior written approval of COUNTY, publish, copy, or otherwise disclose to others any Confidential Information.**

8.15.4 Disclosure Warning. If Confidential Information is in written form, the CONSULTANT shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contains exempt information. If the CONSULTANT is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND/OR CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT AND CONFIDENTIAL STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION, IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONSULTANT/CONTRACTOR SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

8.15.5 Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records (email) which may be exempt from public records requests and protect information that is exempt from disclosure, the CONSULTANT (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the first four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.

8.15.6 Notification of Improper Disclosure. COUNTY must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT shall make a report to the COUNTY not more than seven (7) business days after the CONSULTANT learns of such an improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure of or used the information, what the CONSULTANT has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the CONSULTANT has taken or shall take to prevent future similar unauthorized use or improper disclosure. The CONSULTANT shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the COUNTY. The CONSULTANT shall take all steps the COUNTY deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

8.15.7 Survival. The nondisclosure provisions of this Section shall survive the termination or expiration of this Contract. The CONSULTANT's duty to hold Confidential Information in confidence shall remain in effect until COUNTY sends the CONSULTANT written notice releasing the CONSULTANT from the provisions of this Section.

8.15.8 Enforcement. The CONSULTANT understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the COUNTY at law or in equity.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-233-5252

8.16 LAW AND VENUE; REMEDIES.

This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that venue of all actions arising out of or related to the Contract shall be proper only in a state court of competent jurisdiction in Palm Beach County Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statue or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder

shall preclude any other or further exercise thereof.

COUNTY and CONSULTANT agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

Pursuant to Section 558.0035 Florida Statutes, the CONSULTANT is the responsible party for the professional services it agrees to provide under this Contract. No individual professional employee, agent, director, officer or principal may be individually liable for negligence arising out of this Contract, as long as the CONSULTANT maintains the professional liability insurance required under this Contract and as long as any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to this Contract.

8.17 INDEMNIFICATION.

The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by the CONSULTANT, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination or expiration of this Contract.

8.18 CONFLICT OF INTEREST.

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III of Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. CONSULTANT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as **Exhibit F** and incorporated herein.

The CONSULTANT shall promptly notify the COUNTY's Representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest

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

8.19 EXCUSABLE DELAYS.

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

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the COUNTY the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

8.20 ARREARS.

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

8.21 NOTICES.

All notices required in this Contract if sent to the COUNTY shall be mailed to:

Director
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Director
Facilities Development and Operations Department
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5603

AND

County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

and if sent to the CONSULTANT shall be mailed to:

Partner Assessment Corporation
DBA Partner Engineering and Science, Inc.
300 Avenue of the Champions, Suite 160
Palm Beach Gardens, FL 33418

8.22 SEVERABILITY.

If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

8.23 ENTIRETY OF CONTRACTUAL AGREEMENT.

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

8.23.2 Exhibits. This Contract includes the following exhibits, which are attached hereto and made a part hereof:

Exhibit A	-	Affirmative Procurement Initiatives (APIs)
Exhibit B	-	Scope of Work
Exhibit C	-	Hourly Rates
Exhibit D		OSBD Schedules 1 and 2
Exhibit E	-	Insurance Certificates
Exhibit F	-	Conflict of Interest Disclosure Form

Exhibit G - Human Trafficking Affidavit

8.24 SUCCESSORS AND ASSIGNS.

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

8.25 PUBLIC ENTITY CRIMES.

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

8.26 OFFICE OF THE INSPECTOR GENERAL.

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

8.27 SCRUTINIZED COMPANIES.

8.27.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

8.27.2 **When contract value is greater than $1 million:** As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

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

8.28 COMPLIANCE WITH LAWS AND REGULATIONS.

The CONSULTANT shall comply with all laws, policies and procedures, resolutions, ordinances and regulations in effect at the time of performance of services under this Contract and applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered under this Contract.

8.29 NO THIRD PARTY BENEFICIARY.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including any employees of the COUNTY and the CONSULTANT.

8.30 ACCESS AND AUDITS.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

8.31 SECTION 179D RESPONSIBILITIES.

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the COUNTY to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable, the CONSULTANT is responsible for applying to the COUNTY for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the COUNTY the allocation of the deduction. The COUNTY's Representative will provide to CONSULTANT the Department's policy and forms related to the Section 179D deduction when requested.

8.32 E-VERIFY - EMPLOYMENT ELIGIBILITY

8.32.1 CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT's subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

8.32.2 CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

8.32.3 COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

8.32.3.1 If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

8.32.4 If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

8.33 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, CONSULTANT and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of

offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

8.34 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the CONSULTANT certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

8.35 EFFECTIVE DATE.

This Contract is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

8.36 HUMAN TRAFFICKING AFFIDAVIT

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed Exhibit G, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

8.37 DIGITAL ACCESSIBILITY COMPLIANCE

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.
All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of

this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project No.: Environmental Assessment Services
Project Name: P-2026-000044

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY; and an authorized official of the CONSULTANT has made and executed this Contract on behalf of the CONSULTANT.

ATTEST:

SHANNON RAMSEY-CHESSMAN, CLERK OF THE CIRCUIT COURT & COMPTROLLER AD INTERIM

By:_____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida, BOARD OF COUNTY COMMISSIONERS

By:_____
Sara Baxter, Mayor

APPROVED AS TO TERMS AND AND CONDITIONS

By:_____
Jennifer Ferriol, Director – FD&O

APPROVED AS TO LEGAL SUFFICIENCY

By:_____
Chief Assistant County Attorney

Project No.: P-2026-000044
Project Name: Environmental Assessment Services

WITNESS:

Candice Katz

Signature

Candice Katz

Name (type or print)

PARTNER ASSESSMENT CORPORATION DBA PARTNER ENGINEERING AND SCIENCE, INC.:
CONSULTANT

Signature

Frank S. Romeo, Jr.

Name (type or print)

President

Title



Detail by Entity Name

Foreign Profit Corporation
PARTNER ASSESSMENT CORPORATION

Filing Information

Document Number	F12000004705
FEI/EIN Number	20-8264379
Date Filed	11/19/2012
State	CA
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/18/2016

Principal Address

2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Mailing Address

2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Changed: 01/12/2024

Registered Agent Name & Address

CULLINAN, JAMES
307 CANES ROOST BLVD.
SUITE 2050
ALTAMONTE SPRINGS, FL 32701

Name Changed: 08/07/2020

Address Changed: 08/07/2020

Officer/Director Detail

Name & Address

Title CEO, Director

DERHAKE, JOSEPH P
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title VP, Director

DERHAKE, DANA
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title COO, Director

BURROLA, MONIQUE
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title President

Romeo, Frank S, Jr.
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title CFO

Goldberg, Marc
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title Chief Revenue Officer

Geiger, Bob
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title Chief Experience Officer

Redlin, Jenny
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title Chief Technology Officer

Liou, Tony
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Title Chief People Officer

Marandola, Alison
2154 TORRANCE BLVD, SUITE 200
TORRANCE, CA 90501

Annual Reports

Report Year	Filed Date
2024	01/12/2024

2025	02/20/2025
2026	04/10/2026

Document Images

04/10/2026 – ANNUAL REPORT	View image in PDF format
02/20/2025 – ANNUAL REPORT	View image in PDF format
01/12/2024 – ANNUAL REPORT	View image in PDF format
02/02/2023 – ANNUAL REPORT	View image in PDF format
01/26/2022 – ANNUAL REPORT	View image in PDF format
01/22/2021 – ANNUAL REPORT	View image in PDF format
08/07/2020 – Reg. Agent Change	View image in PDF format
01/29/2020 – ANNUAL REPORT	View image in PDF format
01/28/2019 – ANNUAL REPORT	View image in PDF format
01/15/2018 – ANNUAL REPORT	View image in PDF format
04/04/2017 – ANNUAL REPORT	View image in PDF format
10/18/2016 – REINSTATEMENT	View image in PDF format
01/06/2015 – ANNUAL REPORT	View image in PDF format
03/06/2014 – ANNUAL REPORT	View image in PDF format
04/18/2013 – ANNUAL REPORT	View image in PDF format
11/19/2012 -- Foreign Profit	View image in PDF format



DIVISION of CORPORATIONS
an official State of Florida website

Previous on List Next on List Return to List

Filing History

Fictitious Name Detail

Fictitious Name

PARTNER ENGINEERING AND SCIENCE, INC.

Filing Information

Registration Number	G13000033237
Status	ACTIVE
Filed Date	04/05/2013
Expiration Date	12/31/2028
Current Owners	1
County	SEMINOLE
Total Pages	3
Events Filed	2
FEI/EIN Number	20-8264379

Mailing Address

2154 TORRANCE BLVD.
SUITE 200
TORRANCE, CA 90501

Owner Information

PARTNER ASSESSMENT CORPORATION
2154 TORRANCE BLVD. SUITE 200
TORRANCE, CA 90501
FEI/EIN Number: 20-8264379
Document Number: F12000004705

Document Images

04/05/2013 -- Fictitious Name Filing — View image in PDF format

09/07/2023 -- Fictitious Name Renewal Filing — View image in PDF format

01/10/2018 -- Fictitious Name Renewal Filing — View image in PDF format

Previous on List Next on List Return to List

Filing History

PARTNER
Assessment Corporation

300 Avenue of the Champions, Suite 160, Palm Beach Gardens, FL, 33418
www.partneresi.com | (561) 627-1810
Asbestos. ZA522

June 22nd, 2026

Palm Beach County BCC
Facility & Development Operations (FD&O)
2633 Vista Parkway
West Palm Beach, FL 33411

Subject: Partner Assessment Corporation
Contract for Consulting Services (Contract P-2026-000044 Environmental Assessment Services)

As President and authorized officer for Partner Assessment Corporation, doing business as Partner Engineering and Science, Inc. (herein referred to as "Partner"), I, Frank S. Romeo, Jr., authorize Partner's Principals Corey H. Myers, Steven Snyder, and William Marcus, to issue and/or execute the following Palm Beach County documents on behalf of Partner:

- Work Order Request
- Consultant Services Agreement (CSA)
- Invoices
- OSBD Forms
- Any other documents necessary to facilitate collection of accounts receivable

Please accept this letter as confirmation of the above authorization to Ms. Myers, Mr. Snyder, and Mr. Marcus.

Should you have any questions pertaining to this matter, please contact me at FRomeo@partneresi.com.

Sincerely,
Partner Assessment Corporation

Frank S. Romeo, Jr.
President

CONTRACT EXHIBIT A

AFFIRMATIVE PROCUREMENT INITIATIVES ("APIs") FOR CCNA PROFESSIONAL SERVICES CONTRACTS

The API(s) approved for this contract are selected below by ☒. Capitalized terms are defined as set forth in the SBD Ordinance. Also, see the SBD Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☐ **Waiver**

The Office of SBD has granted a waiver of the SBD Program API(s) for this contract.

☐ **Evaluation Preference for New SBE Prime Respondents for RFPs**

_____ Points (Up to 15 percent of total evaluation points) have been allocated for NEW SBE Prime respondents for this Contract.

Up to 15 percent (15%) of the total number of evaluation points allocated for selection of a Professional Services firm by the County shall be reserved for SBE prime respondents that have only received their first contract award with the County within the past year, or have not yet received a cumulative total of $1,000,000 or more in payments from the County for Professional Services rendered (whichever period of time is longer).

☐ **SBE Evaluation Preference for SBE Prime Respondents (Contracts less than $500,000)**

_____ Points (up to 15% of the total evaluation points) are available to SBE prime respondents

An SBE Evaluation Preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of proposals shall be reserved for SBE prime bidders on County Professional Services Contracts valued at less than $500,000.

☒ **SBE Evaluation Preference for SBE Participation (Contracts $500,000 or greater)**

__15__ Points (0 to 15% of the total evaluation points) shall be awarded based on the level of SBE dollar participation committed to on the prime respondent/bidder's team.

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to Professional Services Solicitations valued at $500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.)

☒ **SBE Subcontracting Goals for Professional Services**

A 20% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the Office of SBD shall reduce or waive this goal when there is inadequate availability of SBE prime and/or subcontractor firms.

Consultant committed to 25 % SBE utilization in its proposal and attached Schedule 1 and 2s.

CONTRACT EXHIBIT B
SCOPE OF WORK

The consultant shall provide to County professional consulting services for each project assigned under the continuing contract. The anticipated work may include, but is not limited to:

1. Phase I Environmental Site Assessments

Prior to completion of a transaction for County acquisition of land, due diligence in the form of Phase I Environmental Site Assessments may be required to evaluate any environmental liabilities associated with the subject property.

The Phase I ESA will comply with the latest edition of the American Society for Testing and Materials (ASTM) E-1527, "Standard Practice for Environmental Site Assessment Process", unless otherwise stated. The Phase I ESA shall include, at a minimum, a site inspection and surrounding one-quarter mile reconnaissance; a site location map; site map; U.S. Geological Survey (USGS) quad map; site photographs; interviews; regulatory documentation as supplement to a computer generated regulatory database; and document current and past use of the property from the present back to the property's first obvious use or to 1940, whichever is earlier. Any gaps or limitations in the use history of the site should be clearly identified in the report. The Consultant may also be directed to perform work tasks associated with ASTM E-1527, "Non-Scope Considerations" related to wetlands; regulatory compliance, cultural and historic resources, health and safety, ecological resources, well abandonment and endangered species as part of this contract.

2. Phase II Environmental Site Assessment

Based on the Phase I ESA, the County may require a Phase II ESA. The purpose of a Phase II ESA is to adequately resolve recognized environmental conditions (RECs) so that "the data provides sufficient information to support a professional opinion that there is no reasonable basis for suspecting the disposal or release of hazardous substances or petroleum products at the site with respect to the recognized environmental conditions assessed and that no further action is necessary or that with respect to the recognized environmental conditions assessed, hazardous substances or petroleum products have been released or disposed at the property (ASTM E-1903 Standard for Phase II Environmental Site Assessment Process)". A Phase II ESA may involve subsurface and/or obtrusive exploration and sampling of the soil and/or groundwater. Phase II ESA field related tasks may include, but not be limited to, the installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or direct push technologies and limited emergency response source removal activities (i.e. soil excavation, free product recovery).

3. Assessment/Corrective Actions

In instances where the County elects to assume the responsibilities for corrective actions,

the Consultant will provide all services within the scope of the practice of contamination assessment and remedial activities. These include, but are not limited to: investigations to delineate the extent of contamination of soils or sediments, surface waters or groundwater, evaluation of sampling data to develop risk-based, site-specific rehabilitation levels, source removal activities (including soil treatment and/or excavation and disposal), and remedial investigation/feasibility studies to select appropriate and cost effective remedial technologies and design to abate imminent hazards associated with emergency response incidents.

In addition, any required interface with regulatory agencies (federal, state, county) including preparation of applicable permit applications, negotiation of consent agreements, and presentation of investigation results may be required.

4. Petroleum Assessment/Remediation

In the event of a petroleum product discharge associated with County owned storage tanks, the consultant may provide the following professional services: assessment/remediation services, including initiating Initial Remedial Actions (IRA) at sites where free product is present, developing Site Assessment Reports (SAR) to determine the extent of contamination of soil, sediment, surface water or groundwater following a petroleum discharge (including engineering, geologic and hydrogeologic capabilities, developing justifications for alternative site rehabilitation levels, "no further action" proposals, Natural Attenuation Monitoring, or "monitoring only" proposals, source removal activities (including soil treatment and/or excavation and disposal) and design of remedial systems (including soil vapor extraction, bioventing, air sparging, bioremediation, pump and treat) aimed at addressing site-specific contamination concerns

5. Operation, Monitoring & Testing

In certain instances, the County may require short or long term operation, monitoring and testing at properties. The consultant may provide services for operation of environmental remediation equipment, monitoring and testing at properties involved in short or long term remediation of various types of contaminants. All sampling and testing is to be conducted in accordance with quality assurance standards prescribed by the FDEP. Operation, monitoring and test results will need to be evaluated to determine the necessity and justification to continue site rehabilitation when site contaminant levels have changed or dissipated.

6. Asbestos / Industrial Hygiene Surveys

At times, the County may need Asbestos / Industrial Hygiene Consulting Services, such as assessments, inspections, bulk sampling, air sampling, associated analysis of those samples, and general consultation, as it relates to renovation and demolition of structures within the County. Consulting businesses and laboratories shall be properly licensed and adhere to all applicable federal, state and local regulations, including but not limited to: EPA (NESHAP, AHERA), OSHA, NIOSH, NVLAP, and Florida Statutes.

CONTRACT EXHIBIT C
HOURLY RATES

Partner Engineering and Science, Inc.

Palm Beach County Environmental Services

Fee Schedule

Rates for 2026-2031

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Expert Witness Base Rate	100.00	3.000	300.00
Technical Director - III	94.00	3.000	282.00
Technical Director - II	75.00	3.000	225.00
Technical Director - I	70.00	3.000	210.00
Sr PM/Scientist/Professional Geologist/Professional Engineer - III	75.75	3.000	227.25
Sr PM/Scientist/Professional Geologist/Professional Engineer - II	65.75	3.000	197.25
Sr PM/Scientist/Professional Geologist/Professional Engineer - I	58.50	3.000	175.50
PM/Scientist/Geologist/Engineer - III	51.00	3.000	153.00
PM/Scientist/Geologist/Engineer - II	43.00	3.000	129.00
PM/Scientist/Geologist/Engineer - I	39.00	3.000	117.00
AUTOCAD Technician	41.00	3.000	123.00
Admin/Assist PM/Scientist/Geo/Engineer	36.00	3.000	108.00
Jr PM/Scientist/Geologist/Engineer	30.00	3.000	90.00

Multiplier Calculations

Salary	1.000
Fringe Benefits	0.201
Overhead	1.730
Subtotal	2.931
Profit (12.5%)	1.125
Total Multiplier	3.297

Contract Multiplier of 3.00 is provided per Resolution

Certification:

The above is true and correct to the best of my knowledge.

Marc Goldberg — 7/17/2026

Signature / Date

CFO

Name, Title

Palm Beach County FD&O Environmental Assessment Services Contract: P-2026-000044
Earthology Hourly Rate Schedule
July 20, 2026

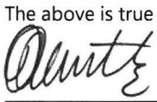
Description	Task	Hourly Rate	Multiplier	Rate
Labor				
Certified PWS Wetland Scientist, Principal Scientist, Senior Recreational Planner, Senior Chemist. Senior Environmental Scientist, Staff Environmental Engineer, Senior Wildlife Biologist	Wetland JDs, Mitigation, Recreational & Natural Resource Planning, Stormwater Management, Permitting, Compliance, Quality Assurance, scope	$65.00	3.00	$195.00
Level II - Wildlife Biologist, Chemist, Environmental Scientist.	Field Data Collection, Monitoring, Site Inspections, Report writing, Wetland Delineations, Permitting & Compliance applications, and reporting requirement documentation.	$45.00	3.00	$135.00
Senior Coastal Engineer, Senior Environmental Engineer	Contract Manager, Project Scope Development, Project Allocation and Management, Review, Surface Water Modeling, Water Quality Modeling	$95.00	3.00	$285.00
Senior Project Manager	Project Mgmt., Data Evaluation, Report preparation and Review	$75.00	3.00	$225.00
Senior Forester Certified	Forest Management, Fire Management, Vegetation Management, Silviculture, Endangered Species Management, Subcontractor supervision, Field Training and Supervision	$85.00	3.00	$255.00
Level III - Staff Forester	Field Data Collection, Field Training and Supervision, Vegetation Management, Participating in Prescribed burns	$65.00	3.00	$195.00
Program Manager, Senior Grant Manager	Grant Writing & Management, Public Meetings and Workshops, Stakeholder & Governmental Meetings	$95.00	3.00	$285.00
GIS Analyst	GIS Data Collection and Analysis, Mapping, Spatial Data Analysis, Cumulative Impacts Analysis	$55.00	3.00	$165.00
Administrative/Clerical	Data Processing & Report Assembly	$30.00	3.00	$90.00
Other Direct Costs				
Subcontractor	Graphics, Surveys, Sign and Sealed Plans, Models, Forestry and Vegetation Management contractors			At Cost
Equipment and Software	ATV, Boat, GPS systems, Field Monitoring and Sampling Equipment, Modeling, GIS analysis, Remote Sensing, Imagery Analysis software			At Cost
Mileage	In County			No Charge

Multiplier Calculations

Salary	1
Fringe Benefits	0.36
Overhead	1.37
Subtotal	2.73
Profit (10%)	0.27
Total Multiplier	3.00

Contract Multiplier of 3.00 is provided per Resolution.

Certification:
The above is true and correct to the best of my knowledge.



Signature

Prajakta (Raj) Kamthe, President
Name, Title

Jupiter Environmental Laboratories, Inc.
150 S. Old Dixie Highway
Jupiter, FL 33458

Partner Engineering & Science, Inc
300 Avenue of the Champions, St 160
Palm Beach Gardens, FL 33418

Product	Description	Quantity	Rate
BTEX/MTBE	8260	1 each	$65.00
VOAs	8260	1 each	$61.00
VOHs	8260	1 each	$65.00
VOCs	8260	1 each	$128.00
EDBs	504.1	1 each	$75.00
PAHs	8270SIM	1 each	$116.00
SVOCs	8270	1 each	$235.00
TRPH	FL PRO	1 each	$96.00
OCPs	8081	1 each	$115.00
PCBs	8082	1 each	$90.00
Metals excluding Hg & B	200.8 6020	1 each	$21.00
Mercury (Hg)	200.8 6020	1 each	$33.00
Boron (B)	200.8 6020	1 each	$33.00
4 RCRA Metals	200.8 6020	1 each	$82.00
8 RCRA Metals	200.8 6020	1 each	$151.00
Lab Filter-Dissolved Metals		1 each	$18.00
Asbestos - PLM	Layers 1-3	1 each	$23.00
Asbestos PLM 4+	Layers >4	$1 extra per layer >4	$24.00
Lead in Paint Chips	6020	1 each	$37.00
Percent Solids	2540	1 each	$6.00
Environmental Impact Fee per invoice		1 each	$20.00
Sample Disposal Fee per sample		1 each	$6.00
Environmental Impact Fee per Invoice/JEL #		1 each	$20.00
Sample Log-in and hold fee		1 each	$6.00

Prices are good through December 31, 2029

Effective January 2026

Ref: Basic Unit Rates for JAEE Environmental Services

ITEM	Unit	Rate
Geoprobe services	one day	$2000.00
Geoprobe services	half day	$1200.00
Prepacked screen 5' length	each	$200.00
Riser (.75 - 2" id, 5' length)	each	$50.00
Screen (.75 - 2" id, 5' length)	each	$50.00
Well completions	each	$300.00
Augured wells complete <15'	each	$1500.00
Augured wells complete >15'<25'	each	$2500.00
Temp wells (1' id, 15'td, 10' screen)	each	$300.00
Well abandonment (1-2" id)	foot	$20.00
Well abandonment (3-4" id)	foot	$30.00
Well abandonment (5-6" id	foot	$50.00
Pad removal	each	$300.00
Injection	day	$2500.00
Drums	each	$75.00
Mobilization (depends on location)		$600.00
Per diem		$400.00

If you have any questions, please feel free to contact me.

Sincerely,

Willie Smitherman
President

FEE SCHEDULE

PBCFDO Environmental Assesment

Subconsultant : Tierra South Florida, Inc.

TITLE	BURDENED RATE ($/HR)
Principal Engineer	$335.00
Chief Engineer	$298.00
Senior Engineer	$272.00
Project Manager	$254.00
CADD	$170.00
Sr. Engineering Tech.	$128.00
Inspector	$110.00
Field & Laboratory Testing Fees:	
Soil Testing:	
Field Density Test (five [5] minimum)	$55.00/test
Proctors	$130.00/test
Florida Bearing Value Test	$55.00/test
Limerock Bearing Ratio Test	$500.00/test
Atterberg Limit Test	$105.00/test
Carbonate Content Test	$125.00/test
Organic Content Test	$95.00/test
Corrosion Series	$225.00/test
Soil Observation (On Site)	$Staff
Natural Sample Moisture Content	$35.00/test
Unit Weight and Moisture Content (Undisturbed Sample)	$85.00/test
Concrete & Masonry Materials:	
Concrete Compression test (Min. four [4] cylinders per trip) -Prepare cylinders & slump test on site, and deliver to lab	$175.00/set
Additional Concrete cylinders	$30.00/cyl.
Concrete Compression test only [delivered to lab	$30.00/cyl.
Slump test	$30.00/ea.
Air Content Test	$35.00/ea.
Stand-by	$Staff
Grout Prism (Six [6] per set) - Includes preparation of Prism on site	$95.00/set
2" x 2 Mortar Cubes (Six [6] per set) - Includes preparation of Cubes on site	$95.00/set
Additional Mortar cubes	$30.00/ea.
Masonry Units: Compressive Strength	$95.00/unit
Masonry Units: Absorption	$60.00/unit
Concrete Cores (Min. 3) – Secure, trim & test	$105.00/core
Concrete Cores (Min. 3) - Testing of core [delivered to lab (Incl. Trim)]	$65.00/core
Swiss Hammer Testing	$Staff
Windsor Probe Test (Min. 3 shots)	$165.00/test
Additional Windsor Probe Tests	$110.00/test

Aggregate Testing:	
Grain size determination: Full grain size (8 sieves)	$90.00/test
Grain size determination: Wash through (#200)	$65.00/test
Sieve Analysis – Coarse Aggregate	$65.00/test
Specific Gravity & Absorption of Fine or Coarse Aggregate	$90.00/test
Asphalt Testing:	
Asphalt Cores (obtaining core samples)	$200.00/ea.
Asphalt Extraction & Gradation	$195.00/ea.
Asphalt Density and Thickness	$40.00/ea.
Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows)	$185.00/ea.
Coring Machine plus Generator Rental	$450.00/trip
Superpave Resolution Testing - Gyratory Compaction, bulk specific gravity	$175.00/ea.
Superpave Resolution Testing - Rice Testing	$120.00/ea.
Field Explorations/Investigations:	
Auger Borings	$13.00/ft.
Hand Augers	$Staff
Standard Penetration Test Borings - Truck Rig (0' – 50')	$17.00/ft.
Standard Penetration Test Borings - Truck Rig (51' – 100')	$19.00/ft.
Grout-Seal Boreholes - 0' – 50'	$9.00/ft.
Grout-Seal Boreholes - 51' – 100'	$10.00/ft.
Casing Allowance - 0' – 50'	$10.00/ft.
Casing Allowance - 51' – 100'	$12.00/ft.
Support Truck	$200.00/day
Muck Probing (4 hr. min.) (2-man crew)	$Staff
Mobilization of Truck rig to project (Min. Charge) – 50-mile travel	$500.00/ea.
Mobilization of Truck rig to project (Min. Charge) – 100-mile travel	$600.00/ea.
Mobilization of Track rig to project (Min. Charge)	$2,000.00/ea.
Miscellaneous Service:	
Percolation Test	$500.00/test
Double Ring Infiltrometer test	$950.00/test
Install Monitoring Well, 25' Depth	$50.00/LF
Plug & Abandon Monitoring Well, 25' depth	$2,500.00/well
MOT (Maintenance of Traffic)	$2,000.00/set-up

The rates shown above for the Subconsultant shall be the basis of all fee proposals and efforts for each written Task Authorization. These rates given are fully burdened. All multipliers have been applied.

NAME: Engenuity Group, Inc.

ADDDRESS: 1280 N. Congress Avenue, Suite 101, West Palm Beach, FL 33409

Land Surveying Fee Schedule

Hourly Rates

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
Principal	$100.00	3.000	$300.00
Department Director	$83.00	3.000	$249.00
Sr. Project Land Surveyor	$57.00	3.000	$171.00
Project Land Surveyor	$44.00	3.000	$132.00
AutoCAD/GIS Technician	$50.00	3.000	$150.00
3 Person Survey or SUE Crew	$75.00	3.000	$225.00
2 Person Survey Crew	$60.00	3.000	$180.00
Clerical, Support Staff , Administration	$33.00	3.000	$99.00

Multiplier Calculations

Salary		1.000
Fringe Benefits		0.233
Overhead		1.590
Subtotal		2.823
Profit (10 %)		0.282
Total Multiplier		3.105

Contract Multiplier of 3.105 is provided per Resolution.
*PBC Caps Multipliers @ 3.0

Certification:
The above is true and correct to the best of my knowledge .



Signature 7/28/2026
Date

C. Andre Rayman, PSM, Treasurer
Name, Title

CONTRACT EXHIBIT D

OSBD SCHEDULES 1 & 2

OSBD SCHEDULE 1

Design Professional Consulting Services

SOLICITATION/PROJECT/BID NAME: - Environmental Assessment Services **SOLICITATION/PROJECT/BID NO.:** P-2026-000044

SOLICITATION OPENING/SUBMITTAL DATE: April 10, 2026 **COUNTY DEPARTMENT:** Palm Beach County FD&O

Section A **PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:**

NAME OF PRIME RESPONDENT/BIDDER: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. **ADDRESS:** 300 Avenue of the Champions, Suite 160. Palm Beach Gardens, FL 33418

CONTACT PERSON: Steven A. Snyder **PHONE NO.:** 561-660-8675 **E-MAIL:** ssnyder@partneresi.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 70%

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☑ **SBE** ☐

Section B **PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:**

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1. Earthology LLC	☐	☑	7%
2. Jupiter Environmental Laboratories , Inc.	☐	☑	10%
3. JAEE Environmental Services, Inc.	☑	☐	5%
4. Tierra South Florida , Inc.	☐	☑	5%
5. Engenuity Group, Inc.	☐	☑	3%

(Please use additional sheets if necessary)

Total 30 %

Total Bid/Offer Price $ 100%

Total Certified SBE Participation $ 25%

I hereby certify that the above information is accurate to the best of my knowledge: Steven A. Snyder — Contract Manager

Name & Authorized Signature — Title

Note:

1. **The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.**
2. **Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please**
3. **Modification of this form is not permitted and will be rejected upon submittal.**
4. **If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.**

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Design Professional Consulting Services - Environmental Assessment Services

Prime Contractor: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. Subcontractor: Earthology, LLC

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 1/27/25 - 1/26/28.

SBE PARTICIPATION – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Environmental Engineering				7%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

Print Name of Prime

By: _____

Authorized Signature

Steven A. Snyder

Print Name

S.E. Regional Manager/Contract Manager

Title

Date: 6/22/26

Earthology, LLC

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Prajakta Kamthe

Print Name

President

Title

Date: 06/22/2026

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Design Professional Consulting Services - Environmental Assessment Services

Prime Contractor: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. Subcontractor: Jupiter Environmental Laboratories, Inc.

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 8/22/23 - 8/21/26.

SBE PARTICIPATION – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Laboratory Analysis				10%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

Print Name of Prime

By: _____

Authorized Signature

Steven A. Snyder

Print Name

S.E. Regional Manager/Contract Manager

Title

Date: 6/26/26

Jupiter Environmental Laboratories, Inc.

Print Name of Subcontractor/subconsultant

By: Kacia Baldwin Digitally signed by Kacia Baldwin Date: 2026.06.26 12:28:51 -04'00'

Authorized Signature

Kacia Baldwin

Print Name

VP of Operations

Title

Date: 06/26/26

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Design Professional Consulting Services - Environmental Assessment Services

Prime Contractor: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. Subcontractor: JAEE Environmental Services, Inc.

(Check box(s) that apply)

☐ SBE ☑ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): N/A

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Driller				5%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

Print Name of Prime

By: _____ Authorized Signature

Steven A. Snyder

Print Name

S.E. Regional Manager/Contract Manager

Title

Date: 6/22/26

JAEE Environmental Services, Inc.

Print Name of Subcontractor/subconsultant

By: _____ Authorized Signature

Erin Fromm

Print Name

Vice President

Title

Date: 6/22/26

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Design Professional Consulting Services - Environmental Assessment Services

Prime Contractor: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. Subcontractor: Tierra South Florida, Inc. DBA TSF Geo

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 10/25/24 - 10/24/27.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Drilling				5%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

Print Name of Prime

By: _____ Authorized Signature

Steven A. Snyder

Print Name

S.E. Regional Manager/Contract Manager

Title

Date: 6/22/26

Tierra South Florida, Inc. DBA TSF Geo

Print Name of Subcontractor/subconsultant

By: _____ Authorized Signature

Raj Krishnasamy, PE

Print Name

President

Title

Date: 6/26/2026

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2026-000044

SOLICITATION/PROJECT NAME: Design Professional Consulting Services - Environmental Assessment Services

Prime Contractor: Partner Assessment Corporation DBA Partner Engineering and Science, Inc. Subcontractor: Engenuity Group, Inc.

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 1/5/25 - 1/4/28.

SBE PARTICIPATION – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Surveying				3%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Partner Assessment Corporation DBA Partner Engineering and Science, Inc.

Print Name of Prime

By: _____

Authorized Signature

Steven A. Snyder

Print Name

S.E. Regional Manager/Contract Manager

Title

Date: 6/22/26

Engenuity Group, Inc.

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Adam C. Swaney, PE

Print Name

President

Title

Date: 6/22/2026

CONTRACT EXHIBIT E
INSURANCE CERTIFICATES

PARTASS-01 ASHUNN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2026

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 License # 0M63276
Gallant Risk and Insurance Services
4160 Temescal Canyon Rd. Suite 214
Corona, CA 92883

CONTACT NAME:
PHONE (A/C, No, Ext): (951) 368-0700 FAX (A/C, No): (951) 368-0707
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Axis Surplus Insurance Company	26620
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Westfield Specialty Insurance Company	24112
INSURER D : Travelers Property Casualty Company of America	25674
INSURER E :	
INSURER F :	

INSURED
Partner Assessment Corporation dba Partner Engineering & Science, Inc.
2154 Torrance Blvd., #200
Torrance, CA 90501

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	SP004650062026	9/27/2026	9/27/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X $25,000 Deductible						MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			8100X771722	9/27/2026	9/27/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			EFX570442P00	9/27/2026	9/27/2027	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0						Follow Form	$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A	X	UB0X817777	9/27/2026	9/27/2027	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 E&O			SP004650062026	9/27/2026	9/27/2027	Each Claim/Aggregate	1,000,000
A	Pollution Liability			SP004650062026	9/27/2026	9/27/2027	Each Occ/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Continuing Contract for Environmental Assessment Services

Professional E&O Deductible - $100,000

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, agents, and Employees are included as additional insured with respects to the general liability per the attached policy form. Coverage is primary and non-contributory. Waiver of subrogation applies.

CERTIFICATE HOLDER

Palm Beach County, Board of county Commissioners
c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Annie Shunn

ACORD 25 (2016/03)

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CONTRACT EXHIBIT F

CONFLICT OF INTEREST DISCLOSURE FORM(S)

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Steven A Snyder, as (Title/Position:) Principal of (Name of Firm:) Partner Assessment Corporation who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

July 6, 2026
Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

None

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) PRAJAKTA KAMTHE, as (Title/Position:) PRESIDENT of (Name of Firm:) EARTHOLOGY. LLC who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

07/06/2026
Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

_____

_____

_____

_____

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Kacia Baldwin, as (Title/Position:) VP of Operations of (Name of Firm:) Jupiter Environmental Laboratories, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Kacia Baldwin Digitally signed by Kacia Baldwin Date: 2026.07.06 11:09:28 -04'00'

_____

Signature

07/06/2026

_____

Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

_____

_____

_____

_____

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Erin Fromm, as (Title/Position:) Vice President of (Name of Firm:) JAEE Environmental Services, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

_____
Signature

7/6/26
_____
Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

N/A

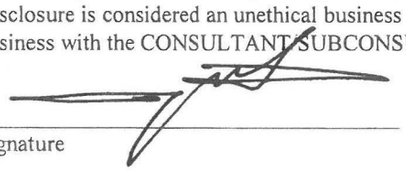
(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Raj Krishnasamy, PE, as (Title/Position:) President of (Name of Firm:) Tierra South Florida, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

7/6/2026

Date

CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

_____

_____

_____

_____

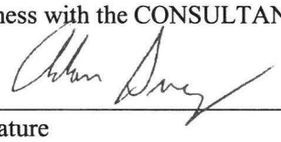
(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Adam C. Swaney, PE, as (Title/Position:) President of (Name of Firm:) Engenuity Group, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

7/6/2026

Date

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of **Partner Assessment Corporation** (ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Steven A. Snyder, Principal | SE Regional Manager - Environmental Solutions Group
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 6th day of July 2026, by Steven Snyder.

Personally known ☑ OR produced identification ☐.

Type of identification produced —.

NOTARY PUBLIC
My Commission Expires: 6/20/2030
State of Florida at large

MIRIAM DE SANTIAGO
Commission # HH 769979
Expires June 20, 2030

(Notary Seal)

Ref.: Contract for Consulting Services (P-2026-000044 Environmental Assessment Services)