

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

This Contract is made as of the 14th day of January, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and PARSONS ENVIRONMENT & INFRASTRUCTURE GROUP INC., a CORPORATION authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 94-3376767.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide professional/ consultation services in the area of engineering, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The services shall be provided on an as needed basis which shall be requested through individual Consultant Services Authorizations, an example of which is attached hereto and incorporated herein as **Exhibit B**.

The services shall be provided in accordance with the Scope of Work detailed in **Exhibit A**, each executed Consultant Services Authorization and the Proposal submitted by CONSULTANT in response to the Request for Proposal for **CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT, PBCWUD PROJECT NO. 23-035**. A copy of said Proposal is on file with the Palm Beach County Water Utilities Department, 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

The COUNTY's representative/liaison during the performance of this Contract shall be *Krystin Berntsen, P.E., PMP*, and telephone no. *561-493-6000*.

The CONSULTANT's representative/liaison during the performance of this Contract shall be *William Rathbun, P.E.*, telephone no. *305-507-5579*.

ARTICLE 2 - SCHEDULE

This Contract for the above described services will commence upon the date of Board approval and shall remain in effect for a period of three (3) years with two one (1) year renewal options from that date, unless otherwise terminated as provided herein.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The COUNTY will pay the CONSULTANT an hourly not-to-exceed fee, and/or a lump

sum fee, as may be required for each Consultant Services Authorization issued. The total amount to be paid by the COUNTY under each Consultant Services Authorization for all services and materials including, if applicable, "out of pocket" expenses shall not exceed the amount approved in each Consultant Services Authorization. The COUNTY must authorize each Consultant Services Authorization in writing prior to commencement of the work. The execution of this Contract by the parties does not guarantee any minimum level of work or that any Consultant Services Authorization will be issued by the COUNTY to the CONSULTANT under this Contract.

- B. All labor rates, overhead and profit factors may be subject to audit. Hourly raw labor rates shall not include any employer paid fringe benefits such as social security contributions, unemployment excise and payroll taxes and worker's compensation. The scheduled range of hourly raw labor rates by labor category as set forth in **Exhibit C** is attached hereto and made a part hereof. The scheduled range of hourly raw labor rates, as well as the individual hourly raw labor rates charged by CONSULTANT, may only be adjusted after a period of one year (and annually thereafter) from the effective date of the Contract, subject to the approval of COUNTY. This Contract includes an overall overhead and profit factor of 2.54 for off-site personnel not co-located with the COUNTY personnel and 2.30 for on-site personnel co-located with the COUNTY personnel. The COUNTY agrees to pay the CONSULTANT compensation for services rendered based upon the actual individual hourly raw labor rate for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor.
- C. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. Invoices for lump sum fees and not-to-exceed fees shall be supported by a progress report containing detailed descriptions of work completed within the payment period and include the percentage completion of each sub-task as described in each Consultant Services Authorization. CONSULTANT shall also submit OEBO Schedules, Schedule 3(A) – Professional Services Activity Report and Schedule 4 – Subcontractor/Subconsultant Payment Certification, with each invoice.
- D. The CONSULTANT shall separately notify the COUNTY's representative in writing when 75% of the lump sum fee or 75% of the not-to-exceed fee are reached.
- E. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed that approved in each Consultant Services Authorization, and in accordance with the list of the types and amounts of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract and each applicable Consultant Services Authorization shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Consultant Services Authorization. Any travel, per diem, mileage, meals, or lodging expenses which may be

reimbursable under the terms of this Contract and each applicable Consultant Services Authorization will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- F. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract and applicable Consultant Services Authorization. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- G. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- H. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palmbeach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY 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 (except for with respect to Article 15), upon five (5) business day's written notice to the CONSULTANT or without cause upon ten (10) business day's written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

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

ARTICLE 6 - PERSONNEL

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

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, as may be listed in **Exhibit A**, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project

the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

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, local, minority, and women 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 Equal Business Opportunity (EBO) Ordinance which is codified in Section 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO 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 EBO 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 the dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as Attachment 1, including RFP, and the specifications set forth in CONSULTANT's response, which are both incorporated herein by reference. **The CONSULTANT has agreed to meet or exceed a 26.00% SBE Participation which includes 23.00% MBE participation, 23.00% MBE (AA).** Failure to comply with this Article 7 is a material breach of this Contract.

- i. CONSULTANT shall report all subcontractor payment information on EBO forms 3a and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the County's contract management system.

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

- ii. CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the County, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors.

The CONSULTANT shall be required to submit to the COUNTY OEBO Schedule 1 (List of Proposed Contractor/Consultant and Subcontractor/Subconsultants Participation) and OEBO Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, for each Consultant Services Authorization. **Exhibit D** includes the SBE Schedules submitted with the CONSULTANT's Proposal referenced in ARTICLE 1.

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by

CONSULTANT under the Contract.

- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$3,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a

pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County Water Utilities Department
c/o Krystin Berntsen, P.E., PMP, Deputy Director
8100 Forest Hill Boulevard
West Palm Beach, Florida 33413

- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow- Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the Contracting/Monitoring Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the 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.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

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

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

THE PARTIES HEREBY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS CONTRACT AND AGREE THAT THEY SHALL NOT ELECT A TRIAL BY JURY. THE PARTIES HERETO HAVE SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

ARTICLE 14 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the

discretion of the COUNTY.

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

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

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

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As a 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, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the 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 marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. 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.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

Palm Beach County Water Utilities Department
c/o Krystin Berntsen, P.E., PMP, Deputy Director

8100 Forest Hill Blvd
West Palm Beach, FL 33413

With copy to:

Michael W. Jones, Chief Assistant County Attorney
c/o Palm Beach County Attorney's Office
Governmental Center
301 North Olive Ave.
West Palm Beach, Florida 33401

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

Parsons Environment & Infrastructure Group Inc.
C/O William Rathbun, P.E.
8333 NW 53rd Street, Suite 602
Doral, Florida 33166
305-507-5579
William.rathbun@parsons.com

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract, and any Consultant Services Authorization issued hereunder, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and therein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work, or as set forth in a Consultant Services Authorization.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities"), as identified in Resolution R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract Price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of

this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

A. 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.

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

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

ARTICLE 31 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the County, all public records in possession of the CONSULTANT unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONSULTANT transfers all public records to the County upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY WATER UTILITIES DEPARTMENT PUBLIC INFORMATION, 8100 FOREST HILL BLVD, WEST PALM BEACH, FLORIDA 33413 BY E-MAIL AT WUDRECORDSREQUEST@PBCWATER.COM OR BY TELEPHONE AT (561) 493-6000.

ARTICLE 32 – COUNTERPARTS

This Contract, including all the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 – E-VERIFY – EMPLOYMENT ELIGIBILITY

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 CONSULTANT's subconsultants performing the duties and obligations of 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.

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.

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. 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. 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.

ARTICLE 34 – STANDARD OF CARE

CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of a superior level of skill, knowledge, experience and expertise as compared to that of other professionals in CONSULTANT's area of practice. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT's representations of skill, knowledge, experience and expertise. By executing this Contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill and ability as other professionals possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT's best skill, efforts and judgment in furthering the interests of the COUNTY. CONSULTANT agrees to perform in the best, most efficient and economical manner consistent with the COUNTY's interests.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Accessibility provisions of the Americans with Disabilities Act (ADA) shall be complied with and incorporated into the project.

While CONSULTANT may submit drawings, calculations, or other documents to the COUNTY for the COUNTY's review, said review is limited to the design intent and does not constitute a detailed check of calculations or other parameters within the scope of CONSULTANT's skill, knowledge, experience, and expertise. CONSULTANT shall not be relieved of any professional liability for mistakes or flaws in items submitted to and approved by the COUNTY.

ARTICLE 35 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to F.S. 286.101, as may be amended, by entering into this 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.

ARTICLE 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 E**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

Remainder of page intentionally left blank.

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

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

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court
& Comptroller, Palm Beach County

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

WITNESS:

CONSULTANT:

SHW
Signature

Parsons Environment & Infrastructure
Group Inc.
Company Name

Seneca House
Name (type or print)

William Rathbun
Signature

Mike Jones
Signature

William Rathbun
Typed Name

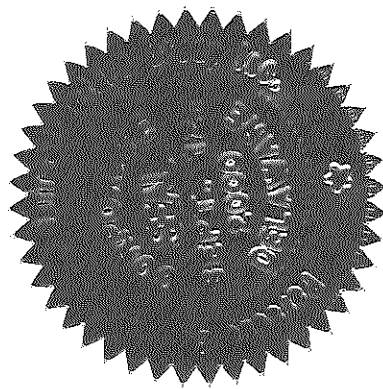
HEST GAO
Name (type or print)

Principal Project Manager
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(corp. seal)

By: Anne DeLeon
County Attorney Mike Jones



**APPROVED AS TO TERMS
AND CONDITIONS**

By: ALIBOYAK
Department Director

November 8, 2024

Mr. Ali Bayat, PE
Director
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, Florida 33413

Subject: PBCWUD Project No. 23-045
Capital Improvement Plan Program Management
Delegation of Signature Authority


Dear Mr. Bayat,

As one of **Parsons Environment & Infrastructure Group Inc.** (Parsons) representatives currently registered in Florida's SUNBIZ, I am writing to authorize William Rathbun, Principal Project Manager, to sign documents for Parsons associated with the above reference Contract for Consulting/Professional Services.

Should you have any questions or concerns, please do not hesitate to contact me at Patrick.Brooks@parsons.com or 703-898-5514.

Sincerely,

Parsons Environment & Infrastructure Group Inc.



Patrick Brooks, P.E.
Senior Vice President

Cc: William Rathbun, Principal Project Manager
Jeff Kishel, Vice President

DELIVERING A BETTER WORLD

LIST OF EXHIBITS

LIST OF EXHIBITS AND ATTACHMENTS

EXHIBITS	DESCRIPTION
A	Scope of Work
B	Standard Consultant Services Authorization
C	Hourly Raw Labor Rates and Justification of Contract Multiplier
D	OEBO Schedules: Schedule 1 – List of Proposed Contractor/Consultant and Subcontractor/Subconsultant Participation Schedule 2 – Letter of Intent
E	Nongovernmental Entity Human Trafficking Affidavit

ATTACHMENT	DESCRIPTION
1	Affirmative Procurement Initiatives for Professional Services Contracts (“API’s”)

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit A

Scope of Work

Summary

On August 16, 2024, PARSONS ENVIRONMENT & INFRASTRUCTURE GROUP INC., was selected through the CCNA process to provide the COUNTY with consulting/professional services in the area of engineering associated with the **CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT**.

Time is of the essence for completion of the Project. It is anticipated Consultant Service Authorizations will be negotiated and issued to the CONSULTANT in accordance with standard County procedures.

Services To Be Provided

It is anticipated that the following services will be needed, including but not limited to:

Communication, public information and branding

Delivery

1. Project Planning
 - a. Project prioritization and packaging
 - b. Business case evaluation
 - c. Alternative project delivery analyses
 - d. Project delivery planning
 - e. Cost estimating and scheduling
2. Procurement and Execution
 - a. Selection Processes, RFPs, RFQs
 - b. Prequalification of contractors
3. Engineering Support and Design Management
 - a. Basis-of-Design or Design definition documents
 - b. Design refinement
 - c. Design review
4. Construction Management
 - a. Constructability review
 - b. Schedule review and tracking
 - c. Change order review and negotiations
 - d. Construction inspection or On-site Construction Manager
 - e. Start-up
 - f. Closeout

Controls

1. Invoice review and processing
2. Budget management
3. Scheduling
4. Contract management
5. Document Management
6. Claims avoidance and resolution

Permitting

1. Application
2. Tracking and coordination

Asset Management

1. Life Cycle Asset Management Framework
2. Organizational analysis, evaluation, and reporting using Data Warehousing
3. Smart Utility and Technology improvements
4. Inventory Management to include Spare Part identification

Public Outreach

1. Easement acquisition and coordination
2. Board of County Commissioners agenda items
3. Public outreach events coordination
4. Branding.

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit B

Standard Consultant Services Authorization

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

Consultant: _____

Address: _____

Budget Line Item No.: _____ - _____ - _____ - _____

District No.: _____

This Consultant Services Authorization provides for: _____

(See ATTACHMENT A for detailed scope of services)

The Contract provides for _____% SBE participation, which includes _____% M/WBE participation, _____% MBE (), _____% MBE (), and _____% WBE. This Consultant Services Authorization includes _____% overall participation which includes, _____% M/WBE participation, _____% MBE (), _____% MBE (), and _____% WBE. The cumulative SBE participation, including this Consultant Services Authorization is _____%, which includes _____% M/WBE participation, _____% MBE (), _____% MBE (), and _____% WBE.

1. Services completed by the Consultant to date :

See ATTACHMENT B.

2. Consultant shall begin work upon receipt of Notice to Proceed correspondence.

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

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

B. Fixed price of \$ _____

C. Total \$ _____

4. This Authorization may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms. Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without cause under this Contract.

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

5. SBE participation is included in **ATTACHMENT C** under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization and Schedule 2 establishes the SBE contribution from each Sub-Consultant (Letter of Intent).
6. This Authorization does not amend, change, or modify the Contract dated _____ which remains in full force and effect.
7. All Attachments to this Authorization are incorporated herein and made a part of this Consultant Services Authorization.

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

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

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

Palm Beach County Water
Utilities Department

Ali Bayat, P.E., PMP, Director

(Date)

(Consultant)

(Print Name)

(Signature)

(Title)

(Date)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this ___ day of _____, _____, by _____ who is personally
known to me or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

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

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

Palm Beach County
Contract Review Committee

Brenda Znachko, J.D., LL.M
Director, Contract Development & Control

(Date)

(Consultant)

(Print Name)

(Signature)

(Title)

(Date)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____, by _____ who is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

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

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

Joseph Abruzzo, Clerk of the Circuit Court
& Comptroller, Palm Beach County

Palm Beach County, Board
of County Commissioners

ATTEST:

Signed: _____

Signed: _____
Maria G. Marino, Mayor

Typed Name: _____
Deputy Clerk

(Date)

Approved as to Form and Legal
Sufficiency

(Consultant)

Signed: _____

(Print Name)

Typed Name: Michael W. Jones
County Attorney

(Signature)

(Title)

(Date)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this ___ day of _____, _____, by _____ who is personally
known to me or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

LIST OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Summary and Status of Consultant Services Authorizations
ATTACHMENT C	OEBO Schedules 1 and 2
ATTACHMENT D	Project Schedule
ATTACHMENT E	Budget Summary
ATTACHMENT F	Summary of SBE-M/WBE Business Tracking
ATTACHMENT G	Location Map

ATTACHMENT C

OEBO SCHEDULE 1

Office of Equal Business Opportunity Compliance Programs

ATTACHMENT C

OEBO SCHEDULE 2

Office of Equal Business Opportunity Compliance Programs

Revised 06-12-24

ATTACHMENT D

PROJECT SCHEDULE

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

Engineering Services

Completion Date from Notice to Proceed

(Calendar Days)

Revised 06-12-24

ATTACHMENT E BUDGET SUMMARY

Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services [INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____
Consultant Services Authorization No.: _____
Consultant: _____
Project Title: _____
PBCWUD Project No.: _____

		Labor Classification and Hourly Rate							
Task Number	Task Description							Total Labor	Sub Consultant Services
	Subtotal				0	0	0	\$ -	
	Labor Subtotal Hours	0	0	0	0	0	0		\$ -
	Labor Raw Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Labor Multiplier								
	Labor Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Labor Total	\$ -							
	Sub Consultant Labor Total	\$ -							
	Sub Consultant Multiplier								
	Subcontract Total	\$ -							
	Project Total	\$ -							

**ATTACHMENT E
BUDGET SUMMARY**

Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services [INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____
Consultant Services Authorization No.: _____
Consultant: _____
Sub-Consultant: _____
Project Title: _____
PBCWUD Project No.: _____

Task Number	Task Description	Labor Classification and Hourly Rate						Total Labor	Sub Consultant Services
	Subtotal				0	0	0	\$ -	
	Labor Subtotal Hours	0	0	0	0	0	0		\$ -
	Labor Raw Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Labor Multiplier								
	Labor Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Labor Total	\$ -							
	Sub Consultant Labor Total	\$ -							
	Sub Consultant Multiplier								
	Subcontract Total	\$ -							
	Project Total	\$ -							

ATTACHMENT F

Palm Beach County Water Utilities Department
 Contract for Consulting/Professional Services
 (INSERT CONTRACT NAME)

Resolution No. _____ Contract Dated _____

**SUMMARY OF
 SBE-M/WBE BUSINESS TRACKING**

Master Contract Goals	SBE: %	M/WBE: %	MBE (Category): %	MBE (Category): %
Current Proposal				
Value of Authorization No. _____	\$			
Value of SBE-M/WBE Letters of Intent	\$	\$	\$	\$
Actual Percentage	%	%	%	%
Signed/Approved Authorizations				
Total Value of Authorizations	\$			
Total Value of SBE-M/WBE Signed Subcontractors	\$	\$	\$	\$
Actual Percentage	%	%	%	%
Signed/Approved Authorizations Plus Current Proposal				
Total Value of Authorization	\$			
Total Value of Subcontractors & Letters of Intent	\$	\$	\$	\$
Actual Percentage	%	%	%	%

ATTACHMENT G

Location Map

PBCWUD Project No. _____

Revised 06-12-24

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: PARSONS ENVIRONMENT & INFRASTRUCTURE GROUP INC.
Rate Multiplier = 2.54 (off-site) and 2.30 (on-site)**

ID	POSITION/LABOR CATEGORY	PROGRAM ROLE	MAXIMUM HOURLY RAW LABOR RATE
1	Vice-President	Technical Advisors & Engineering/ Construction Support	\$171.96
2	Senior Program Director	Technical Advisors	\$167.71
3	Senior Technical Director	Technical Advisors & Engineering/ Construction Support	\$143.10
4	Program Director	Technical Advisors	\$134.66
5	Principal Project Manager	Program Manager & Technical Advisors & Engineering/Construction Support	\$116.20
6	Chief Estimator	Engineering/Construction Support	\$114.15
7	Senior Engineering Manager	Engineering/Construction Support	\$113.60
8	Senior Construction Manager	Engineering/Construction Support	\$113.42
9	Engineering Manager	Engineering/Construction Support	\$113.28
10	Design Office Manager	Architectural/Construction Support	\$111.11
11	Senior Project Manager	Project Management & Engineering/ Construction Support	\$110.69
12	Quality Director	Program Support Services	\$110.56
13	Technical Director	Technical Advisors	\$108.31
14	SH&E Director	Technical Advisors	\$106.24
15	Senior IT Manager	Technical Support	\$100.31
16	Construction Manager	Construction Management & Engineering/ Construction Support	\$89.44
17	Senior Supervising Engineer	Engineering/Construction Support	\$87.04
18	Principal Emerging Contaminants	Engineering/Construction Support	\$86.79

ID	POSITION/LABOR CATEGORY	PROGRAM ROLE	MAXIMUM HOURLY RAW LABOR RATE
19	Supervising Engineer	Engineering/Construction Support	\$83.13
20	Senior Project Engineer	Engineering/Construction Support	\$82.75
21	Principal Project Controls Specialist	Technical Support	\$81.10
22	Project Manager	Project Management	\$79.50
23	Project Control Manager	Program Support Services	\$70.69
24	Principal Planner	Public Outreach/ROW Acquisition	\$70.59
25	GIS Program Manager	Technical Support	\$68.02
26	Senior Civil Engineer	Engineering/ Construction Support	\$64.42
27	Senior Engineer	Engineering/Construction Support	\$55.95
28	Engineer 2	Engineering/Construction Support	\$48.22
29	Inspector	Construction Management	\$44.52

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: NOVA CONSULTING, INC.
Rate Multiplier = 2.90 (off-site) and 2.40 (on-site)**

ID	POSITION/LABOR CATEGORY	PROGRAM ROLE	MAXIMUM HOURLY RAW LABOR RATE
1	Senior Civil Engineer	Technical Advisors	\$155.82
2	Senior Construction Manager	Construction Management	\$124.68
3	Senior Environmental Specialist	Technical Advisors	\$120.39
4	Senior Technical Director	Technical Advisors	\$111.30
5	Senior Principal Engineer	Technical Advisors	\$103.51
6	Senior Project Controls Engineer	Program Support Services	\$81.87
7	Senior Field Inspection Representative	Construction Management	\$58.85
8	Senior Hydrogeologist	Engineering/Construction Support	\$58.85
9	Senior Project Engineer	Engineering Support	\$57.25
10	Senior Program Control Specialist	Program Support Services	\$49.07
11	Project Manager	Engineering/Construction Support	\$48.16
12	Hydrogeologist	Engineering/Construction Support	\$47.10
13	Project Engineer	Engineering/Construction Support	\$38.27
14	Engineer 2	Engineering/Construction Support	\$34.78

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: MCO CONSTRUCTION AND SERVICES, INC.
Rate Multiplier = 2.10 (off-site) and 2.10 (on-site)**

ID	POSITION/LABOR CATEGORY	PROGRAM ROLE	MAXIMUM HOURLY RAW LABOR RATE
1	Principal	Public Outreach	\$95.44
2	Senior Inspector	Construction Management	\$69.66
3	Inspector	Construction Management	\$57.91
4	Project Coordinator	Construction Management	\$46.85
5	Document Control Specialist	Project Management	\$42.95

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

**CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: THE VALERIN GROUP, INC.
Rate Multiplier = 3.0 (off-site)**

ID	POSITION/LABOR CATEGORY	PROGRAM ROLE	MAXIMUM HOURLY RAW LABOR RATE
1	Public Outreach Specialist	Public Outreach/Right-of-Way Acquisition	\$76.45
2	Graphic Designer	Public Outreach/Right-of-Way Acquisition	\$45.92
3	Multimedia Specialist	Public Outreach	\$40.81

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

**CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: KREATION AVENUE LLC
Rate Multiplier = 2.40 (off-site)**

ID	POSITION/LABOR CATEGORY	PROGRAM ROLE	MAXIMUM HOURLY RAW LABOR RATE
1	Videographer/Editor	Public Outreach	\$66.77
2	QC Manager	Public Outreach	\$48.73
3	Graphic Designer	Public Outreach	\$47.69
4	Social Media Specialist	Public Outreach	\$35.78
5	Public Outreach Specialist	Public Outreach	\$32.19
6	Project Support Specialist	Public Outreach	\$29.81
7	Administrative Assistant	Public Outreach	\$28.66

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

**CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit D OEBO Schedules

OEBO Schedule 1

**List of Proposal Contractor/Consultant and Subcontractor/Subconsultant
Participation**

OEBO Schedule 2

Letter of Intent

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Capital Improvement Plan Program Management

SOLICITATION/PROJECT/BID NO.: WUD 23-035

SOLICITATION OPENING/SUBMITTAL DATE: April 21, 2024/June 11, 2024

COUNTY DEPARTMENT: Water Utilities Department

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: Parsons Environment & Infrastructure Group Inc.

ADDRESS: 500 W. Cypress Creek Rd., Suite 200 Fort Lauderdale, FL 33309

CONTACT PERSON: William Rathbun, PE, Assoc. DBIA – Water/Wastewater Lead

PHONE NO.: +1 (305) 807-0568 E-MAIL: william.rathbun@parsons.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 55.5%

Non-SBE
 MBE
 WBE
 SBE

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

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)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
	1. M. C. O. Construction and Services, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20%	_____	_____	_____	_____
2. Nova Consulting, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	18.5%
3. The Valerin Group, Inc	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	3%	_____	_____	_____
4. Kreation Avenue LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3%	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
Total					23%	_____	3%	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ N/A

Total Certified S/M/WBE Participation \$ 26%

I hereby certify that the above information is accurate to the best of my knowledge: Patrick Brooks  Sr. Vice President

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 OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO 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. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 23-035

SOLICITATION/PROJECT NAME: Capital Improvement Plan Program Management

Prime Contractor: Parsons Environment & Infrastructure Group Inc. Subcontractor: MCO Construction and Services, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 04/16/27

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

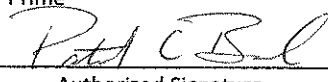
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Construction Management Staff	N/A	N/A	N/A	20%
	Augmentation for Pre-Construction, Construction, and Post Construction Phases				

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: 20%

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.

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

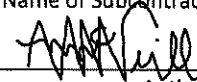
Parsons Environment & Infrastructure Group Inc.

 Print Name of Prime
 By: 
 Authorized Signature
 Patrick Brooks

 Print Name
 Sr. Vice President

 Title
 Date: June 11, 2024

MCO Construction and Services, Inc.

 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 Ann McNeill

 Print Name
 President

 Title
 Date: April 17, 2024

OEBO 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. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 23-035

SOLICITATION/PROJECT NAME: PBCWUD CIP Program Management

Prime Contractor: Parsons Environment & Infrastructure Group Inc. Subcontractor: Nova Consulting, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

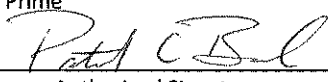
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Construction & Program Management Support	N/A	N/A	N/A	18.5%
	Services; Engineering & Construction Support; serve as Technical Advisors.				

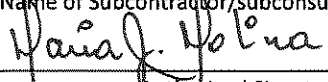
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 18.5%

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

Parsons Environment & Infrastructure Group Inc.
 Print Name of Prime
 By: 
 Authorized Signature
 Patrick Brooks
 Print Name
 Sr. Vice President
 Title
 Date: June 11, 2024

Nova Consulting, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 Maria J. Molina, PE, CGC, ENV SP
 Print Name
 President
 Title
 Date: 04/17/2024

OEBO 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. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 23-035

SOLICITATION/PROJECT NAME: Capital Improvement Plan Program Management Water Utilities

Prime Contractor: Parsons Environment & Infrastructure Group Inc. Subcontractor: The Valerin Group, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 3/18/27

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Public outreach and communications	N/A	N/A	N/A	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: 3%

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

Parsons Environment & Infrastructure Group Inc.

Print Name of Prime

By: 
Authorized Signature

Patrick Brooks

Print Name

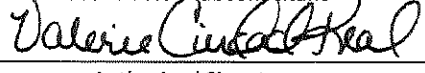
Sr. Vice President

Title

Date: June 11, 2024

The Valerin Group, Inc.

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Valerie Ciudad-Real

Print Name

President

Title

Date: May 14, 2024

OEBO 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. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 23-035,2
 SOLICITATION/PROJECT NAME: Capital Improvement Plan Program Management

Prime Contractor: Parsons Environment & Infrastructure Group Inc. Subcontractor: Kreation Avenue LLC

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): April 8, 2024

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier


S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Public outreach and communications	N/A	N/A	N/A	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: 3%

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

Parsons Environment & Infrastructure Group Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Patrick Brooks
 Print Name
Sr. Vice President
 Title
 Date: June 11, 2024

Kreation Avenue LLC
 Print Name of Subcontractor/subconsultant
De'Andre French
 By: _____
 Authorized Signature
DeAndre French
 Print Name
Manager
 Title
 Date: 5/14/24

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

**Exhibit E
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 Parsons Environment & Infrastructure Group Inc. (Consultant) and attest that Consultant 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.

William Rathbun
(signature of officer or representative)

William Rathbun, Principal Project Manager
(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, 9th day of December 2024, by Diana Diaz.

Personally known OR produced identification .

Type of identification produced N/A

Diana Diaz
NOTARY PUBLIC
My Commission Expires: June 16, 2026
State of Florida at large



Diana Diaz
Comm.: HH 277528
Expires: June 16, 2026
Notary Public - State of Florida

(Notary Seal)

ATTACHMENT 1

AFFIRMATIVE PROCUREMENT INITIATIVES FOR PROFESSIONAL SERVICES CONTRACTS
("API"s)

The API(s) approved for this project are selected below by . Any proposal/response/bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance. Exhibit "X" attached hereto and incorporated herein by reference, includes all forms related to the EBO Program, including waiver forms and good faith documentation. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

- SBE Vendor Rotation – Contract valued at less than \$100,000 (non-CCNA) (no price competition)**

Prequalified SBE firms will be assigned work tasks on a rotating basis.

A prequalified panel of SBE Professional Services firms (the SBE Vendor Rotation List) will be assigned work tasks on a rotating basis. Periodically, the SBE Vendor Rotation list shall be re-ordered according to the firm with the least amount of dollars received to the most dollars received from the County based upon the cumulative dollars received within the past year.

- SBE Vendor Rotation - Contract valued at less than \$100,000 (price competition required)**

The Originating Department shall solicit price quotations from the next 3 prequalified SBE firms in the SBE Vendor Rotation list.

When the County requires price competition in its Solicitations, and when quotations from several firms are required before award of Contracts valued at less than \$100,000, Solicitations for price quotations shall be affirmatively and directly sought from the next 3 firms appearing in the SBE Vendor Rotation list of prequalified firms for that type of Professional Service prior to Contract award. With each successive Solicitation of quotations of this type, the list shall be rotated to the next group of three SBE vendors appearing in the rotation.

- 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 Reserve for Contracts Less than \$5,000**

This Contract procurement is limited to certified SBE Professional Services firms.

Small Professional Services Contracts valued at less than \$5,000 shall be reserved exclusively for competition among SBE Professional Services firms.

SBE Reserve for Contracts Between \$5,000 and \$99,999, (non-CCNA) SBE Quotations Required

The Originating Department shall affirmatively solicit at least 2 to 3 quotations or proposals from SBE firms prior to award.

For non-CCNA Professional Services Contracts valued between \$5,000 and \$99,999, the County shall require at least two to three quotations or proposals be solicited from SBE Professional Services firms before the County may make an award.

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)

_____ (0 to 15%) 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 EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

M/WBE Evaluation Preferences for M/WBE Participation

_____ (0 to 15%) evaluation total points shall be awarded based on the level of M/WBE dollar participation that has been 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 based upon the relative level of M/WBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero M/WBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the proposal from the prime

respondent/bidder that proposes achieving the maximum M/WBE participation among all prime respondent/bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100 to that bidder; and a prime respondent/bidder's team that achieves only half as many dollars in M/WBE participation as the firm with the greatest M/WBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100).

Explanation of GSC's reasons for applying this API:

M/WBE Subcontracting Goals for Professional Services

_____ (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons.

Up to 40% of this Contract as noted above, shall be subcontracted to eligible M/WBEs (i.e., certified M/WBE firms owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons). However the EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Segmented Subcontracting Goals for Professional Services

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of African American, Hispanic American, Asian American, Native American, Non-minority women persons (Check applicable).*

M/WBE Segmented Subcontracting Goals are established where an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 46% on a given Contract, the segmented subcontracting goal may require that at least 10% of that 46% shall be satisfied through the utilization of African American subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Vendor Rotation – Contracts valued at less than \$100,000- Non-CCNA- No Price Competition

A prequalified panel of M/WBEs shall be assigned work tasks on a rotating basis.

For non-CCNA County Professional Services Contracts valued at less than \$100,000, a prequalified panel of M/WBE Professional Services firms will be assigned work tasks on a

rotating basis. Periodically, the M/WBE Vendor Rotation list shall be re-ordered according to the firm with the least amount of dollars received to the most dollars received from the County based upon the cumulative dollars received within the past year.

Explanation of GSC's reasons for applying this API:

□ M/WBE Vendor Rotation – Contracts valued at less than \$100,000-Non-CCNA with Price Competition required

The Originating Department shall solicit quotations from the next 3 firms appearing in the M/WBE Vendor Rotation list.

When quotations from several firms are required before award of Contracts valued at less than \$100,000, Solicitations for price quotations shall be affirmatively and directly sought from the next three firms appearing in the M/WBE Vendor Rotation list of prequalified firms for that type of Professional Service prior to Contract award. With each successive Solicitation of quotations of this type, the list shall be rotated to the next group of three M/WBE vendors appearing in the rotation.

Explanation of GSC's reasons for applying this API:

□ M/WBE Required Quotations for DPO Contracts up to \$5,000

For small DPO Professional Services Contracts valued at less than five thousand dollars (\$5,000), the Originating Department shall solicit quotes from _____ (up to 3) M/WBE firms prior to award.

Explanation of GSC's reasons for applying this API:

□ Required M/WBE Solicitation for non-CCNA Contracts Valued Between \$5,000 and \$99,999

The Originating Department shall solicit at least two to three quotations or proposals from M/WBE Professional Services firms before the County may make an award.

Explanation of GSC's reasons for applying this API:

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

This Contract is made as of the 14th day of January, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and CES Consultants, Inc., a Corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-0792884.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide professional/ consultation services in the area of engineering, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The services shall be provided on an as needed basis which shall be requested through individual Consultant Services Authorizations, an example of which is attached hereto and incorporated herein as **Exhibit B**.

The services shall be provided in accordance with the Scope of Work detailed in **Exhibit A**, each executed Consultant Services Authorization and the Proposal submitted by CONSULTANT in response to the Request for Proposal for **CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT, PBCWUD PROJECT NO. 23-035**. A copy of said Proposal is on file with the Palm Beach County Water Utilities Department, 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

The COUNTY's representative/liaison during the performance of this Contract shall be **Krystin Berntsen, P.E., PMP**, and telephone no. **561-493-6000**.

The CONSULTANT's representative/liaison during the performance of this Contract shall be Charles Moseley, Sr. VP for PMCM, telephone no. **305-459-2389** and email **CMoseley@CESConsult.com**.

ARTICLE 2 - SCHEDULE

This Contract for the above described services will commence upon the date of Board approval and shall remain in effect for a period of three (3) years with two one (1) year renewal options from that date, unless otherwise terminated as provided herein.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The COUNTY will pay the CONSULTANT an hourly not-to-exceed fee, and/or a lump sum fee, as may be required for each Consultant Services Authorization issued. The total amount to be paid by the COUNTY under each Consultant Services Authorization for all services and materials including, if applicable, "out of pocket" expenses shall not exceed the amount approved in each Consultant Services Authorization. The COUNTY must authorize each Consultant Services Authorization in writing prior to commencement of the work. The execution of this Contract by the parties does not guarantee any minimum level of work or that any Consultant Services Authorization will be issued by the COUNTY to the CONSULTANT under this Contract.

- B. All labor rates, overhead and profit factors may be subject to audit. Hourly raw labor rates shall not include any employer paid fringe benefits such as social security contributions, unemployment excise and payroll taxes and worker's compensation. The scheduled range of hourly raw labor rates by labor category as set forth in **Exhibit C** is attached hereto and made a part hereof. The scheduled range of hourly raw labor rates, as well as the individual hourly raw labor rates charged by CONSULTANT, may only be adjusted after a period of one year (and annually thereafter) from the effective date of the Contract, subject to the approval of COUNTY. This Contract includes an overall overhead and profit factor of 3.0 for off-site personnel not co-located with the COUNTY personnel and 2.46 for on-site personnel co-located with the COUNTY personnel. The COUNTY agrees to pay the CONSULTANT compensation for services rendered based upon the actual individual hourly raw labor rate for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor.

- C. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. Invoices for lump sum fees and not-to-exceed fees shall be supported by a progress report containing detailed descriptions of work completed within the payment period and include the percentage completion of each sub-task as described in each Consultant Services Authorization. CONSULTANT shall also submit OEBO Schedules, Schedule 3(A) – Professional Services Activity Report and Schedule 4 – Subcontractor/Subconsultant Payment Certification, with each invoice.

- D. The CONSULTANT shall separately notify the COUNTY's representative in writing when 75% of the lump sum fee or 75% of the not-to-exceed fee are reached.

- E. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed that approved in each Consultant Services Authorization, and in accordance with the list of the types and amounts of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract and each applicable Consultant Services Authorization shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance

Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Consultant Services Authorization. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract and each applicable Consultant Services Authorization will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- F. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract and applicable Consultant Services Authorization. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- G. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- H. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palmbeach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY 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 day's written notice to the CONSULTANT or without cause upon ten (10) business day's written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

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

ARTICLE 6 - PERSONNEL

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

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, as may be listed in **Exhibit A**, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of

a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

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, local, minority, and women 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 Equal Business Opportunity (EBO) Ordinance which is codified in Section 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO 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 EBO 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 the dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as Attachment 1, including RFP, and the specifications set forth in CONSULTANT's response, which are both incorporated herein by reference. **The CONSULTANT has agreed to meet or exceed a 32.00% SBE Participation which includes 29.00% MBE participation, 29.00% MBE (AA).** Failure to comply with this Article 7 is a material breach of this Contract.

- i. CONSULTANT shall report all subcontractor payment information on EBO forms 3a and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the County's contract management system.

CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after County pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subcontractor(s) and County a written notice of the

dispute within five (5) days after receipt of the subject invoice.

- ii. CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the County, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors.

The CONSULTANT shall be required to submit to the COUNTY OEBO Schedule 1 (List of Proposed Contractor/Consultant and Subcontractor/Subconsultants Participation) and OEBO Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, for each Consultant Services Authorization. **Exhibit D** includes the SBE Schedules submitted with the CONSULTANT's Proposal referenced in ARTICLE 1.

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY

with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.

- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$3,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide

the Additional Insured endorsements coverage on a primary basis.

- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County Water Utilities Department
c/o Krystin Berntsen, P.E., PMP
8100 Forest Hill Boulevard
West Palm Beach, Florida 33413

- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow- Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the Contracting/Monitoring Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless 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

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

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

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

THE PARTIES HEREBY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS CONTRACT AND AGREE THAT THEY SHALL NOT ELECT A TRIAL BY JURY. THE PARTIES HERETO HAVE SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

ARTICLE 14 - CONFLICT OF INTEREST

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

interest shall be employed for said performance of services.

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the

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

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

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

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

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As a 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, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the 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 marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. 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.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

Palm Beach County Water Utilities Department
c/o Krystin Berntsen, P.E., PMP, Deputy Director
8100 Forest Hill Blvd.
West Palm Beach, FL 33413

With copy to:

Michael W. Jones, Chief Assistant County Attorney
c/o Palm Beach County Attorney's Office
Governmental Center
301 North Olive Ave.
West Palm Beach, Florida 33401

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

CES CONSULTANTS, INC.
C/O Juan Alfonso, President
2056 Vista Parkway, Suite 200 West Palm Beach, FL 33411
Office: 561.227.6862 / Direct: 305.827.2220
Email: JAlfonso@CESConsult.com

With copy to:

Charles Moseley, Sr. Vice-President of PMCM
Direct: 305.459.2389 / Mobile: 816.944.9076
Email: CMoseley@CESConsult.com

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract, and any Consultant Services Authorization issued hereunder, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and therein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work, or as set forth in a Consultant Services Authorization.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities"), as identified in Resolution R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract Price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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

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

ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES

A. 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.

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

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

ARTICLE 31 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the County, all public records in possession of the CONSULTANT unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONSULTANT transfers all public records to the County upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the

CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY WATER UTILITIES DEPARTMENT PUBLIC INFORMATION, 8100 FOREST HILL BLVD, WEST PALM BEACH, FLORIDA 33413 BY E-MAIL AT WUDRECORDSREQUEST@PBCWATER.COM OR BY TELEPHONE AT (561) 493-6000.

ARTICLE 32 – COUNTERPARTS

This Contract, including all the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 – E-VERIFY – EMPLOYMENT ELIGIBILITY

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 CONSULTANT's subconsultants performing the duties and obligations of 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.

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.

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. 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. 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.

ARTICLE 34 – STANDARD OF CARE

CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of a superior level of skill, knowledge, experience and expertise as compared to that of other professionals in CONSULTANT's area of practice. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT's representations of skill, knowledge, experience and expertise. By executing this Contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill and ability as other professionals possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT's best skill, efforts and judgment in furthering the interests of the COUNTY. CONSULTANT agrees to perform in the best, most efficient and economical manner consistent with the COUNTY's interests.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Accessibility provisions of the Americans with Disabilities Act (ADA) shall be complied with and incorporated into the project.

While CONSULTANT may submit drawings, calculations, or other documents to the COUNTY for the COUNTY's review, said review is limited to the design intent and does not constitute a detailed check of calculations or other parameters within the scope of CONSULTANT's skill, knowledge, experience, and expertise. CONSULTANT shall not be relieved of any professional liability for mistakes or flaws in items submitted to and approved by the COUNTY.

ARTICLE 35 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to F.S. 286.101, as may be amended, by entering into this 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.

ARTICLE 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 E**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

Remainder of page intentionally left blank.

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

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

ATTEST:

**Joseph Abruzzo, Clerk of the Circuit Court
& Comptroller, Palm Beach County**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

WITNESS:

Signature

Charles Moseley
Name (type or print)

Signature

Janean Maldonado
Name (type or print)

CONSULTANT:

CES CONSULTANTS, INC.
Company Name

Signature

Juan Alfonso, AIA, NCARB, RID, CCM
Typed Name

President and COO
Title

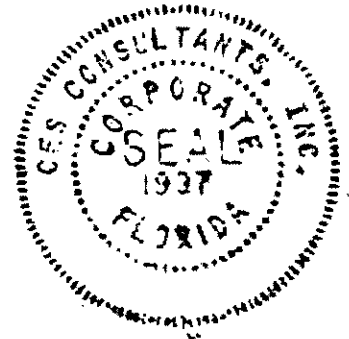
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(corp. seal)

By: Arnie DeFanti
for County Attorney Mike Jones

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Al Bayal
Department Director



LIST OF EXHIBITS

LIST OF EXHIBITS AND ATTACHMENTS

EXHIBITS	DESCRIPTION
A	Scope of Work
B	Standard Consultant Services Authorization
C	Hourly Raw Labor Rates and Justification of Contract Multiplier
D	OEBO Schedules: Schedule 1 – List of Proposed Contractor/Consultant and Subcontractor/Subconsultant Participation Schedule 2 – Letter of Intent
E	Nongovernmental Entity Human Trafficking Affidvit

ATTACHMENT	DESCRIPTION
1	Affirmative Procurement Initiatives for Professional Services Contracts (“API”s)

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit A

Scope of Work

Summary

On August 16, 2024, CES CONSULTANTS, INC, was selected through the CCNA process to provide the COUNTY with consulting/professional services in the area of engineering associated with the **CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT**.

Time is of the essence for completion of the Project. It is anticipated Consultant Service Authorizations will be negotiated and issued to the CONSULTANT in accordance with standard County procedures.

Services To Be Provided

It is anticipated that the following services will be needed, including but not limited to:

Communication, public information and branding

Delivery

1. Project Planning
 - a. Project prioritization and packaging
 - b. Business case evaluation
 - c. Alternative project delivery analyses
 - d. Project delivery planning
 - e. Cost estimating and scheduling
2. Procurement and Execution
 - a. Selection Processes, RFPs, RFQs
 - b. Prequalification of contractors
3. Engineering Support and Design Management
 - a. Basis-of-Design or Design definition documents
 - b. Design refinement
 - c. Design review
4. Construction Management
 - a. Constructability review
 - b. Schedule review and tracking
 - c. Change order review and negotiations
 - d. Construction inspection or On-site Construction Manager
 - e. Start-up
 - f. Closeout

Controls

1. Invoice review and processing
2. Budget management
3. Scheduling
4. Contract management
5. Document Management
6. Claims avoidance and resolution

Permitting

1. Application
2. Tracking and coordination

Asset Management

1. Life Cycle Asset Management Framework
2. Organizational analysis, evaluation, and reporting using Data Warehousing
3. Smart Utility and Technology improvements
4. Inventory Management to include Spare Part identification

Public Outreach

1. Easement acquisition and coordination
2. Board of County Commissioners agenda items
3. Public outreach events coordination
4. Branding.

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit B

Standard Consultant Services Authorization

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

Consultant: _____

Address: _____

Budget Line Item No.: _____ - _____ - _____ - _____

District No.: _____

This Consultant Services Authorization provides for: _____

(See ATTACHMENT A for detailed scope of services)

The Contract provides for _____% SBE participation, which includes _____% M/WBE participation, _____% MBE (), _____% MBE (), and _____% WBE. This Consultant Services Authorization includes _____% overall participation which includes, _____% M/WBE participation, _____% MBE (), _____% MBE (), and _____% WBE. The cumulative SBE participation, including this Consultant Services Authorization is _____%, which includes _____% M/WBE participation, _____% MBE (), _____% MBE (), and _____% WBE.

1. Services completed by the Consultant to date :

See ATTACHMENT B.

2. Consultant shall begin work upon receipt of Notice to Proceed correspondence.

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

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

B. Fixed price of \$ _____

C. Total \$ _____

4. This Authorization may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms. Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without cause under this Contract.

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

5. SBE participation is included in **ATTACHMENT C** under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization and Schedule 2 establishes the SBE contribution from each Sub-Consultant (Letter of Intent).
6. This Authorization does not amend, change, or modify the Contract dated _____ which remains in full force and effect.
7. All Attachments to this Authorization are incorporated herein and made a part of this Consultant Services Authorization.

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

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

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

Palm Beach County Water
Utilities Department

Ali Bayat, P.E., PMP, Director

(Date)

(Consultant)

(Print Name)

(Signature)

(Title)

(Date)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this ___ day of _____, _____, by _____ who is personally
known to me or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

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

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

Palm Beach County
Contract Review Committee

Brenda Znachko, J.D., LL.M
Director, Contract Development & Control

(Date)

(Consultant)

(Print Name)

(Signature)

(Title)

(Date)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____, by _____ who is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

Project Title: _____

PBCWUD Project No.: _____

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

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

Joseph Abruzzo, Clerk of the Circuit Court
& Comptroller, Palm Beach County

Palm Beach County, Board
of County Commissioners

ATTEST:

Signed: _____

Signed: _____
Maria G. Marino, Mayor

Typed Name: _____
Deputy Clerk

(Date)

Approved as to Form and Legal
Sufficiency

(Consultant)

Signed: _____

(Print Name)

Typed Name: Michael W. Jones
County Attorney

(Signature)

(Title)

(Date)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this ___ day of _____, _____, by _____ who is personally
known to me or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

CONSULTANT SERVICES AUTHORIZATION NO. _____
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
[INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____

LIST OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Summary and Status of Consultant Services Authorizations
ATTACHMENT C	OEBO Schedules 1 and 2
ATTACHMENT D	Project Schedule
ATTACHMENT E	Budget Summary
ATTACHMENT F	Summary of SBE-M/WBE Business Tracking
ATTACHMENT G	Location Map

ATTACHMENT C

OEBO SCHEDULE 1

Office of Equal Business Opportunity Compliance Programs

ATTACHMENT C

OEBO SCHEDULE 2

Office of Equal Business Opportunity Compliance Programs

Revised 06-12-24

ATTACHMENT D

PROJECT SCHEDULE

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

Engineering Services

Completion Date from Notice to Proceed

(Calendar Days)

Revised 06-12-24

**ATTACHMENT E
BUDGET SUMMARY**

Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services [INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____
Consultant Services Authorization No.: _____
Consultant: _____
Project Title: _____
PBCWUD Project No.: _____

		Labor Classification and Hourly Rate						Total	Sub
Task							Labor	Consultant	
Number	Task Description							Services	
	Subtotal				0	0	0	\$ -	
	Labor Subtotal Hours	0	0	0	0	0	0	\$ -	
	Labor Raw Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Labor Multiplier								
	Labor Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Labor Total	\$ -							
	Sub Consultant Labor Total	\$ -							
	Sub Consultant Multiplier								
	Subcontract Total	\$ -							
	Project Total	\$ -							

**ATTACHMENT E
BUDGET SUMMARY**

Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services [INSERT CONTRACT NAME]
Resolution No. _____ Contract Dated _____
Consultant Services Authorization No.: _____
Consultant: _____
Sub-Consultant: _____
Project Title: _____
PBCWUD Project No.: _____

		Labor Classification and Hourly Rate						Total	Sub
Task							Labor	Consultant	
Number	Task Description							Services	
	Subtotal				0	0	0	\$ -	
	Labor Subtotal Hours	0	0	0	0	0	0	\$ -	
	Labor Raw Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Labor Multiplier								
	Labor Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Labor Total	\$ -							
	Sub Consultant Labor Total	\$ -							
	Sub Consultant Multiplier								
	Subcontract Total	\$ -							
	Project Total	\$ -							

ATTACHMENT F

Palm Beach County Water Utilities Department
 Contract for Consulting/Professional Services
 (INSERT CONTRACT NAME)
 Resolution No. _____ Contract Dated _____

**SUMMARY OF
 SBE-M/WBE BUSINESS TRACKING**

Master Contract Goals	SBE: %	M/WBE: %	MBE (Category): %	MBE (Category): %
Current Proposal				
Value of Authorization No. _____	\$			
Value of SBE-M/WBE Letters of Intent	\$	\$	\$	\$
Actual Percentage	%	%	%	%
Signed/Approved Authorizations				
Total Value of Authorizations	\$			
Total Value of SBE-M/WBE Signed Subcontractors	\$	\$	\$	\$
Actual Percentage	%	%	%	%
Signed/Approved Authorizations Plus Current Proposal				
Total Value of Authorization	\$			
Total Value of Subcontractors & Letters of Intent	\$	\$	\$	\$
Actual Percentage	%	%	%	%

ATTACHMENT G

Location Map

PBCWUD Project No. _____

Revised 06-12-24

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: CES Consultants, Inc.
Rate Multiplier = 3.0 (off-site) and 2.46 (on-site)**

Labor Category	RAW HOURLY RATE (Max)	OFF-SITE ADJUSTED HOURLY RATE (Office Multiplier Applied)	ON-SITE ADJUSTED HOURLY RATE (Field Multiplier Applied)
Principal	\$ 135.05	\$ 405.15	\$ 331.68
Technical Director / Quality Director	\$ 133.42	\$ 400.26	\$ 327.68
Program Manager, Lead	\$ 106.00	\$ 318.00	\$ 260.34
Program Manager, Deputy	\$ 90.10	\$ 270.30	\$ 221.29
Project Manager, Senior	\$ 95.40	\$ 286.20	\$ 234.30
Project Manager	\$ 82.15	\$ 246.45	\$ 201.76
Project Manager, Assistant	\$ 65.72	\$ 197.16	\$ 161.41
Project Coordinator	\$ 52.58	\$ 157.74	\$ 129.14
Construction Manager, Senior	\$ 92.75	\$ 278.25	\$ 227.79
Construction Manager	\$ 84.80	\$ 254.40	\$ 208.27
Construction Administrator	\$ 79.37	\$ 238.11	\$ 194.93
Construction Inspector, Senior	\$ 77.38	\$ 232.14	\$ 190.05
Resident Project Representative, Senior	\$ 68.90	\$ 206.70	\$ 169.22
Resident Project Representative	\$ 60.63	\$ 181.89	\$ 148.91
Construction Inspector	\$ 58.30	\$ 174.90	\$ 143.18
Safety Officer, Senior	\$ 84.80	\$ 254.40	\$ 208.27
Safety Officer	\$ 66.14	\$ 198.42	\$ 162.44
Program Analytics Expert	\$ 127.42	\$ 382.26	\$ 312.94
Program Controls Specialist	\$ 106.00	\$ 318.00	\$ 260.34
PMIS Specialist	\$ 84.80	\$ 254.40	\$ 208.27
Sr. Scheduler	\$ 76.32	\$ 228.96	\$ 187.44
Scheduler	\$ 64.87	\$ 194.61	\$ 159.32
Cost Estimator, Senior	\$ 95.40	\$ 286.20	\$ 234.30
Cost Estimator	\$ 76.32	\$ 228.96	\$ 187.44
Engineer/Architect/Scientist, Senior PE	\$ 111.30	\$ 333.90	\$ 273.35
Engineer/Architect/Scientist, Professional	\$ 89.04	\$ 267.12	\$ 218.68
Engineer/Architect/Scientist, Project	\$ 71.23	\$ 213.69	\$ 174.94
Engineer/Architect/Scientist (EIT)	\$ 56.99	\$ 170.97	\$ 139.97
Engineer/Architect/Scientist, Junior	\$ 45.59	\$ 136.77	\$ 111.97
Senior Technical Specialist	\$ 139.92	\$ 419.76	\$ 343.64
Technical Specialist	\$ 90.10	\$ 270.30	\$ 221.29
I.T. Support Specialist	\$ 54.33	\$ 162.99	\$ 133.43
Reporting Specialist	\$ 59.62	\$ 178.86	\$ 146.43
Quality Assistant	\$ 40.38	\$ 121.14	\$ 99.17
Program Administrator	\$ 53.00	\$ 159.00	\$ 130.17
Document Controls Specialist	\$ 57.24	\$ 171.72	\$ 140.58
Program Assistant	\$ 44.10	\$ 132.30	\$ 108.31
Clerical, Document Control Clerk, Project Accountant	\$ 27.56	\$ 82.68	\$ 67.69

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

Hourly Raw Labor Rates and Justification of Contract Multiplier

Arcadis U.S., Inc.:

Off-Site Rate Multiplier = 2.94

On-Site Rate Multiplier = 2.30

INDEX	LABOR CATEGORY	RAW HOURLY RATE (MAX)	OFF-SITE ADJUSTED HOURLY RATE	ON-SITE ADJUSTED HOURLY RATE
1	Principal	\$151.00	\$ 443.94	\$ 347.30
2	Project Manager, Senior	\$97.00	\$ 285.18	\$ 223.10
3	Project Manager	\$87.00	\$ 255.78	\$ 200.10
4	Project Coordinator	\$50.00	\$ 147.00	\$ 115.00
5	Construction Manager, Senior	\$101.00	\$ 296.94	\$ 232.30
6	Construction Manager	\$97.00	\$ 285.18	\$ 223.10
7	Construction Inspector, Senior	\$65.00	\$ 191.10	\$ 149.50
8	Resident Project Representative, Senior	\$87.00	\$ 255.78	\$ 200.10
9	Resident Project Representative	\$67.00	\$ 196.98	\$ 154.10
10	Construction Inspector	\$64.00	\$ 188.16	\$ 147.20
11	Safety Officer, Senior	\$90.00	\$ 264.60	\$ 207.00
12	Program Analytics Expert	\$127.00	\$ 373.38	\$ 292.10
13	Program Controls Specialist	\$51.00	\$ 149.94	\$ 117.30
14	PMIS Specialist	\$84.00	\$ 246.96	\$ 193.20
15	Sr. Scheduler	\$74.00	\$ 217.56	\$ 170.20
16	Scheduler	\$71.00	\$ 208.74	\$ 163.30
17	Cost Estimator, Senior	\$117.00	\$ 343.98	\$ 269.10
18	Cost Estimator	\$85.00	\$ 249.90	\$ 195.50
19	Engineer/Architect/Scientist, Senior PE	\$126.00	\$ 370.44	\$ 289.80
20	Engineer/Architect/Scientist, Professional	\$92.00	\$ 270.48	\$ 211.60
21	Engineer/Architect/Scientist, Project	\$53.00	\$ 155.82	\$ 121.90
22	Engineer/Architect/Scientist (EIT)	\$49.00	\$ 144.06	\$ 112.70

Index	LABOR CATEGORY	RAW HOURLY RATE (MAX)	OFF-SITE ADJUSTED HOURLY RATE	ON-SITE ADJUSTED HOURLY RATE
23	Engineer/Architect/Scientist, Junior	\$41.00	\$ 120.54	\$ 94.30
24	Asset Management Director	\$128.00	\$ 376.32	\$ 294.40
25	Condition Assessment Expert	\$133.00	\$ 391.02	\$ 305.90
26	Asset Management Expert	\$111.00	\$ 326.34	\$ 255.30
27	Asset Management Specialist	\$91.00	\$ 267.54	\$ 209.30
28	Asset Management Junior Specialist	\$77.00	\$ 226.38	\$ 177.10
29	Expert Financial/Funding Analyst	\$115.00	\$ 338.10	\$ 264.50
30	Senior Financial/Funding Analyst	\$86.00	\$ 252.84	\$ 197.80
31	Financial/Funding Analyst	\$80.00	\$ 235.20	\$ 184.00
32	Document Controls Specialist	\$53.00	\$ 155.82	\$ 121.90
33	Clerical, Document Control Clerk, Project Accountant	\$37.00	\$ 108.78	\$ 85.10

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: "2" SBW & Associates, Inc.
Rate Multiplier = 2.5 (Off-Site) & 2.2 (On-Site)**

Labor Category	RAW HOURLY RATE (MAX)	OFF-SITE ADJUSTED HOURLY RATE	ON-SITE ADJUSTED HOURLY RATE
Project Manager, Senior	\$103.19	\$ 257.98	\$ 227.02
Project Manager	\$85.98	\$ 214.95	\$ 189.16
Project Manager, Assistant	\$62.81	\$ 157.03	\$ 138.18
Project Coordinator	\$50.45	\$ 126.13	\$ 110.99
Construction Manager, Senior	\$90.50	\$ 226.25	\$ 199.10
Construction Manager	\$78.69	\$ 196.73	\$ 173.12
Construction Administrator	\$34.40	\$ 86.00	\$ 75.68
Construction Inspector, Senior	\$53.50	\$ 133.75	\$ 117.70
Construction Inspector	\$43.75	\$ 109.38	\$ 96.25
Scheduler	\$48.00	\$ 120.00	\$ 105.60
Cost Estimator	\$80.73	\$ 201.83	\$ 177.61
Clerical, Document Control Clerk, Project Accountant	\$36.03	\$ 90.08	\$ 79.27

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: Greywood Consulting Corp.
Rate Multiplier = 2.0 (Off-Site & On-Site)**

Labor Category	RAW HOURLY RATE (Max)	ADJUSTED HOURLY RATE
Project Manager, Senior	\$121.90	\$243.80
Project Manager, Mid	\$103.88	\$207.76
Project Manager, JR (Controls/Coordinator/Assistant)	\$84.80	\$169.60
Construction Inspector	\$63.60	\$127.20
Senior Technical Specialist (Maximo II)	\$121.90	\$243.80
Technical Specialist (Maximo I)	\$106.00	\$212.00
I.T. Support Specialist II	\$90.10	\$170.00
I.T. Support Specialist I	\$79.50	\$150.00

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: Kreation Avenue LLC
Rate Multiplier = 2.4 (Off-site and On-site)**

Labor Category	RAW HOURLY RATE (Max)	ADJUSTED HOURLY RATE
Videographer/Editor	\$ 66.77	\$ 160.25
QC Manager	\$ 48.73	\$ 116.95
Graphic Designer	\$ 47.69	\$ 114.46
Social Media Specialist	\$ 35.78	\$ 85.87
Public Outreach Specialist	\$ 32.19	\$ 77.26
Project Support Specialist	\$ 29.81	\$ 71.54
Administrative Assistant	\$ 28.66	\$ 68.78

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: MCO Construction & Services, Inc.
Rate Multiplier = 2.1 (Off-Site & On-Site)**

Labor Category	RAW HOURLY RATE (Max)	ADJUSTED HOURLY RATE
Principal	\$95.44	\$200.42
Project Coordinator	\$46.85	\$98.39
Construction Inspector, Senior	\$69.66	\$146.29
Construction Inspector	\$57.90	\$121.59
Document Controls Specialist	\$42.95	\$90.20

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

EXHIBIT C

**Hourly Raw Labor Rates and Justification of Contract Multiplier
FIRM NAME: The Merchant Strategy, Inc.
Rate Multiplier = NA (off-site) – NA (on-site)**

Labor Category	FLAT HOURLY RATE
Senior Engagement/Outreach Specialist/PI Mgr	\$ 167.32
Engagement/Outreach Specialist/Public Involvement Specialist	\$ 121.68
Quality Assistant	\$ 121.67

TMS is a small business which operates based on hourly rates rather than audited rates. The rates presented above conform with public contracting rates accepted in 2022 under South Florida Regional Transportation Agency (SFRTA) Limited English Proficiency (LEP) Program Update, Work Order #3, Agreement No. 20-002(B).

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

Exhibit D OEBO Schedules

OEBO Schedule 1

**List of Proposal Contractor/Consultant and Subcontractor/Subconsultant
Participation**

OEBO Schedule 2

Letter of Intent

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Capital Improvement Plan Program Management SOLICITATION/PROJECT/BID NO.: WUD 23-035

SOLICITATION OPENING/SUBMITTAL DATE: June 11, 2024 COUNTY DEPARTMENT: Water Utilities Department

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: CES Consultants, Inc. ADDRESS: 2056 Vista Parkway, Suite 200, West Palm Beach, FL 33411

CONTACT PERSON: Juan Alfonso, AIA, NCARB, RID, CCM, President PHONE NO.: 561.227.6862 E-MAIL: cesinfo@cesconsult.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 51%
 *SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE MBE WBE 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)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Arcadis U.S., Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						17%
2. "2" SBW & Associates Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10%					
3. Greywood Consulting Corp.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10%					
4. Kreation Avenue LLC d/b/a Kreation Ave Media	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3%					
5. MCO Construction and Services, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6%					


(Large Business)

(Please use additional sheets if necessary)

Total _____ Totals on Next Page _____

Total Bid/Offer Price \$ Not Applicable

Total Certified S/M/WBE Participation \$ Totals on Next Page

I hereby certify that the above information is accurate to the best of my knowledge: Juan Alfonso, AIA, NCARB, RID, CCM  President
 Name & Authorized Signature Title

- Note:**
- 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.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Capital Improvement Plan Program Management SOLICITATION/PROJECT/BID NO.: WUD 23-035

SOLICITATION OPENING/SUBMITTAL DATE: June 11, 2024 COUNTY DEPARTMENT: Water Utilities Department

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: CES Consultants, Inc. ADDRESS: 2056 Vista Parkway, Suite 200, West Palm Beach, FL 33411

CONTACT PERSON: Juan Alfonso, AIA, NCARB, RID, CCM, President PHONE NO.: 561.227.6862 E-MAIL: cesinfo@cesconsult.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 51%
 *SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B. Non-SBE MBE WBE 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)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. The Merchant Strategy, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				3%		
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total 29% 3% 17%

Total Bid/Offer Price \$ Not Applicable

Total Certified S/M/WBE Participation \$ 32%

I hereby certify that the above information is accurate to the best of my knowledge: Juan Alfonso, AIA, NCARB, RID, CCM  President
 Name & Authorized Signature Title

- Note:
- 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.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO 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. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 23-035

SOLICITATION/PROJECT NAME: Capital Improvement Plan Program Management

Prime Contractor: CES Consultants, Inc. Subcontractor: Arcadis U.S., Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

The undersigned affirms they are the following (select one from each column if applicable): N/A

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

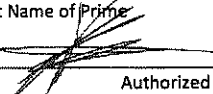
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Project Management Services; Construction Management Services; Asset Management Consulting; ISO 55001 Compliance; Grant Management; PMIS; 6.04 Soils & Foundation & Materials Testing – Hydraulic and Hydrologic Studies; 6.05 Soils & Foundation & Materials Testing – Soil Treatment; 8.02 Mechanical Engineering – Waste Water Collection Systems; 8.04 Mechanical Engineering – Water Distribution Systems; 12.06 Environmental Engineering – Water Resource Evaluation and Development; 12.07 Environmental Engineering – Water and Wastewater Treatment Process Design	N/A	N/A	N/A	17%

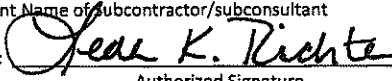
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 17%

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

CES Consultants, Inc.
Print Name of Prime
By: 
Authorized Signature
Juan Alfonso, AIA, NCARB, RID, CCM
Print Name
President
Title
Date: June 7, 2024

Arcadis U.S., Inc.
Print Name of Subcontractor/subconsultant
By: 
Authorized Signature
LEAH K. RICHTER, P.E.
Print Name
VICE PRESIDENT
Title
Date: JUNE 5, 2024

OEBO 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. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 23-035

SOLICITATION/PROJECT NAME: Capital Improvement Plan Program Management

Prime Contractor: CES Consultants, Inc. Subcontractor: "2" SBW & Associates Inc.

(Check box(s) that apply)

ISBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 8/17/23-8/16/26

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Administration of Contracts: Summary of Work, Quality Control; Construction Consulting; Construction Management Services	N/A	N/A	N/A	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: 10%

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

CES Consultants, Inc.
Print Name of Prime

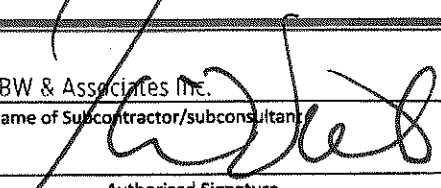
By: 
Authorized Signature

Juan Alfonso, AIA, NCARB, RID, CCM
Print Name

President
Title

June 7, 2024
Date

"2" SBW & Associates Inc.
Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Javin L. Walker, CGC
Print Name

President
Title

June 7, 2024
Date

OEBO 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. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 23-035

SOLICITATION/PROJECT NAME: Capital Improvement Plan Program Management

Prime Contractor: CES Consultants, Inc. Subcontractor: Greywood Consulting Corp.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/6/23-11/5/26

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	IT Consulting; Management Consulting; Project Management Services	N/A	N/A	N/A	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: 10%


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 Price or Percentage: N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

CES Consultants, Inc.

Print Name of Prime

By:  Authorized Signature

Juan Alfonso, AIA, NCARB, RID, CCM

Print Name

President

Title

Date: June 7, 2024

Greywood Consulting Corp.

Print Name of Subcontractor/subconsultant

By:  Authorized Signature

Lorna Anderson, PMP

Print Name

President

Title

Date: June 5, 2024

OEBO 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. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 23-035

SOLICITATION/PROJECT NAME: Capital Improvement Plan Program Management

Prime Contractor: CES Consultants, Inc. Subcontractor: Kreation Avenue LLC, d/b/a Kreation Ave Media

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4/8/24-4/7/27

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

Male Female

African-American/Black Asian American Caucasian American
Hispanic American Native American

Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Communications Marketing Services;	N/A	N/A	N/A	3%
	Communications: Public Relations Consulting;				
	Consulting, Communications, Public Relations;				
	Graphic Arts Services (Not Printing); Public				
	Relations Services				

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: 3%

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

CES Consultants, Inc.

Print Name of Prime

By: 

Authorized Signature

Juan Alfonso, AIA, NCARB, RID, CCM

Print Name

President

Title

Date: June 7, 2024

Kreation Avenue LLC, d/b/a Kreation Ave Media

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

DeAndre French

Print Name

Manager

Title

Date: June 7, 2024

OEBO 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. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 23-035

SOLICITATION/PROJECT NAME: Capital Improvement Plan Program Management

Prime Contractor: CES Consultants, Inc. Subcontractor: MCO Construction and Services, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4/17/24-4/16/27

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

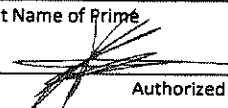
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

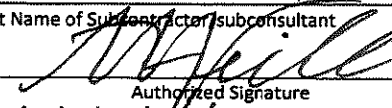
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Administration of Contracts: Summary of Work, Quality Control; Contractor Compliance Monitoring Services; Construction Consulting; Consulting Services (Not Otherwise Classified); Construction Management Services; Project Management Services	N/A	N/A	N/A	6%

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: 6%

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 Price or Percentage: N/A
 Name of 2nd/3rd tier Subcontractor/subconsultant

CES Consultants, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Juan Alfonso, AIA, NCARB, RID, CCM
 Print Name
President
 Title
 Date: June 7, 2024

MCO Construction and Services, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
ANN MONNELL
 Print Name
PRESIDENT
 Title
 Date: 6/7/24

OEBO 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. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 23-035

SOLICITATION/PROJECT NAME: Capital Improvement Plan Program Management

Prime Contractor: CES Consultants, Inc.

Subcontractor: The Merchant Strategy, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 8/16/23-8/15/26

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

Male Female

African-American/Black Asian American

Caucasian American

Supplier

Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Communications: Public Relations Consulting;	N/A	N/A	N/A	3%
	Governmental Consulting; Public Information Services, Including Press Releases; Public				
	Opinion Surveys; Web Page Design,				
	Management and Maintenance Services				

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: 3%

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

Price or Percentage: N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

CES Consultants, Inc.

Print Name of Prime

By: 

Authorized Signature

Juan Alfonso, AIA, NCARB, RID, CCM

Print Name

President

Title

Date: June 7, 2024

The Merchant Strategy, Inc.

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Sharon J. Merchant

Print Name

President

Title

Date: June 7, 2024

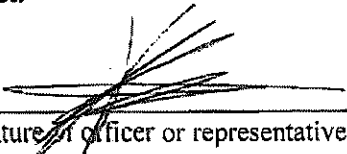
**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
CAPITAL IMPROVEMENT PLAN PROGRAM MANAGEMENT
PBCWUD PROJECT NO. 23-035**

**Exhibit E
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 CES Consultants, Inc.
(Consultant) and attest that Consultant 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)

Juan Alfonso, AIA, NCARB, RID, CCM
President and COO

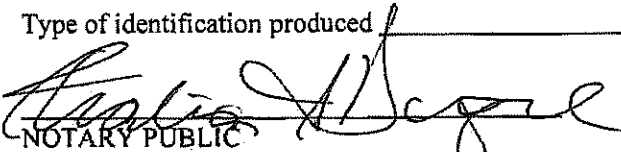
(printed name and title of officer or representative)

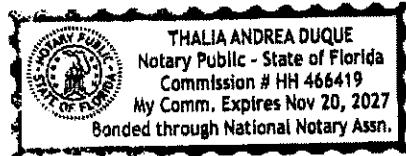
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, ____
6th day of December, by Juan Alfonso.

Personally known OR produced identification .

Type of identification produced _____


NOTARY PUBLIC
My Commission Expires: Nov 20, 2027
State of Florida at large



(Notary Seal)

ATTACHMENT 1

AFFIRMATIVE PROCUREMENT INITIATIVES FOR PROFESSIONAL SERVICES CONTRACTS
("API"s)

The API(s) approved for this project are selected below by . Any proposal/response/bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance. Exhibit "X" attached hereto and incorporated herein by reference, includes all forms related to the EBO Program, including waiver forms and good faith documentation. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

- SBE Vendor Rotation – Contract valued at less than \$100,000 (non-CCNA) (no price competition)**

Prequalified SBE firms will be assigned work tasks on a rotating basis.

A prequalified panel of SBE Professional Services firms (the SBE Vendor Rotation List) will be assigned work tasks on a rotating basis. Periodically, the SBE Vendor Rotation list shall be re-ordered according to the firm with the least amount of dollars received to the most dollars received from the County based upon the cumulative dollars received within the past year.

- SBE Vendor Rotation - Contract valued at less than \$100,000 (price competition required)**

The Originating Department shall solicit price quotations from the next 3 prequalified SBE firms in the SBE Vendor Rotation list.

When the County requires price competition in its Solicitations, and when quotations from several firms are required before award of Contracts valued at less than \$100,000, Solicitations for price quotations shall be affirmatively and directly sought from the next 3 firms appearing in the SBE Vendor Rotation list of prequalified firms for that type of Professional Service prior to Contract award. With each successive Solicitation of quotations of this type, the list shall be rotated to the next group of three SBE vendors appearing in the rotation.

- 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 Reserve for Contracts Less than \$5,000**

This Contract procurement is limited to certified SBE Professional Services firms.

Small Professional Services Contracts valued at less than \$5,000 shall be reserved exclusively for competition among SBE Professional Services firms.

SBE Reserve for Contracts Between \$5,000 and \$99,999, (non-CCNA) SBE Quotations Required

The Originating Department shall affirmatively solicit at least 2 to 3 quotations or proposals from SBE firms prior to award.

For non-CCNA Professional Services Contracts valued between \$5,000 and \$99,999, the County shall require at least two to three quotations or proposals be solicited from SBE Professional Services firms before the County may make an award.

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)

 (0 to 15%) 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 EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

M/WBE Evaluation Preferences for M/WBE Participation

 (0 to 15%) evaluation total points shall be awarded based on the level of M/WBE dollar participation that has been 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 based upon the relative level of M/WBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero M/WBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the proposal from the prime

respondent/bidder that proposes achieving the maximum M/WBE participation among all prime respondent/bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100 to that bidder; and a prime respondent/bidder's team that achieves only half as many dollars in M/WBE participation as the firm with the greatest M/WBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100).

Explanation of GSC's reasons for applying this API:

M/WBE Subcontracting Goals for Professional Services

_____ (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons.

Up to 40% of this Contract as noted above, shall be subcontracted to eligible M/WBEs (i.e., certified M/WBE firms owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons). However the EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Segmented Subcontracting Goals for Professional Services

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of African American, Hispanic American, Asian American, Native American, Non-minority women persons (Check applicable).*

M/WBE Segmented Subcontracting Goals are established where an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 46% on a given Contract, the segmented subcontracting goal may require that at least 10% of that 46% shall be satisfied through the utilization of African American subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Vendor Rotation – Contracts valued at less than \$100,000- Non-CCNA- No Price Competition

A prequalified panel of M/WBEs shall be assigned work tasks on a rotating basis.

For non-CCNA County Professional Services Contracts valued at less than \$100,000, a prequalified panel of M/WBE Professional Services firms will be assigned work tasks on a

rotating basis. Periodically, the M/WBE Vendor Rotation list shall be re-ordered according to the firm with the least amount of dollars received to the most dollars received from the County based upon the cumulative dollars received within the past year.

Explanation of GSC's reasons for applying this API:

□ M/WBE Vendor Rotation – Contracts valued at less than \$100,000-Non-CCNA with Price Competition required

The Originating Department shall solicit quotations from the next 3 firms appearing in the M/WBE Vendor Rotation list.

When quotations from several firms are required before award of Contracts valued at less than \$100,000, Solicitations for price quotations shall be affirmatively and directly sought from the next three firms appearing in the M/WBE Vendor Rotation list of prequalified firms for that type of Professional Service prior to Contract award. With each successive Solicitation of quotations of this type, the list shall be rotated to the next group of three M/WBE vendors appearing in the rotation.

Explanation of GSC's reasons for applying this API:

□ M/WBE Required Quotations for DPO Contracts up to \$5,000

For small DPO Professional Services Contracts valued at less than five thousand dollars (\$5,000), the Originating Department shall solicit quotes from _____ (up to 3) M/WBE firms prior to award.

Explanation of GSC's reasons for applying this API:

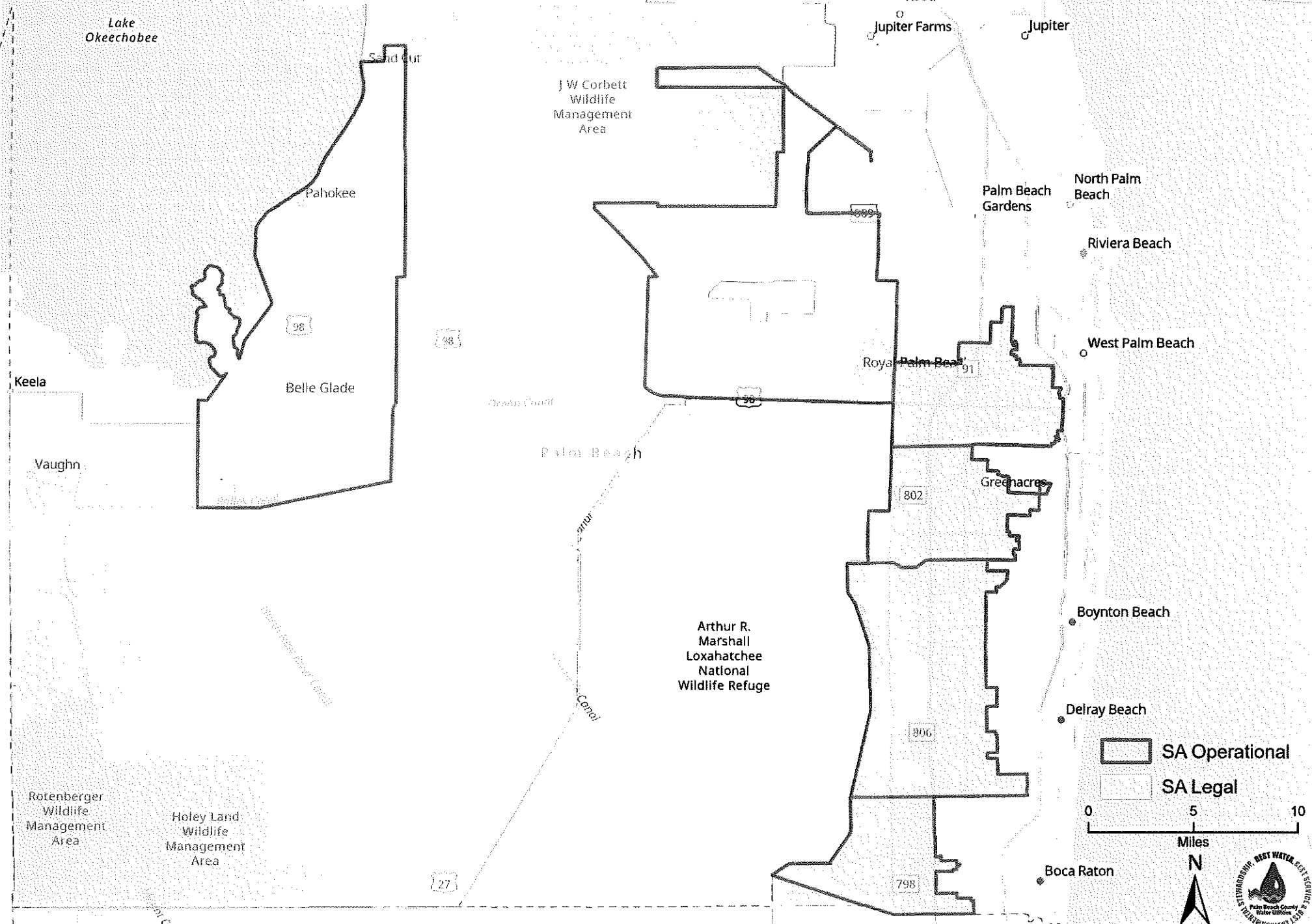
□ Required M/WBE Solicitation for non-CCNA Contracts Valued Between \$5,000 and \$99,999

The Originating Department shall solicit at least two to three quotations or proposals from M/WBE Professional Services firms before the County may make an award.

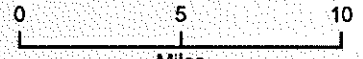
Explanation of GSC's reasons for applying this API:

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT OPERATIONAL AND LEGAL SERVICE AREA (SA) 2025

ATTACHMENT NO. 3



SA Operational
SA Legal



ATTACHMENT NO. 4

Date 12/10/2024 12:12:24 PM

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Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00003098	Parsons Environment & Infrastructure Group Inc.	Modified	Compliant					23-035	Contract for Consulting/Professional Services Capital Improvement Plan Program Management
		Ap , XV	National Union Fire Insurance Company of Pittsburg	CA1341446 (AOS)	1/1/2024	1/1/2025	Auto Liability		
		Ap , XV	National Union Fire Insurance Company of Pittsburg	CA1341447 (NJ)	1/1/2024	1/1/2025	Auto Liability		
		Ap , XV	National Union Fire Insurance Company of Pittsburg	GL17587105	1/1/2024	1/1/2025	General Liability		
		Ap , XV	Lexington Insurance Company	11665420	1/1/2024	1/1/2025	Professional Liability		
		Ar , XV	AIU Insurance Company	WC013751746	1/1/2024	1/1/2025	Workers Comp		

Risk Profile : Standard - Professional Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

ATTACHMENT NO. 5

Print Date 12/10/2024 9:22:32 AM

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Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00003099	CES Consultants, Inc.	Modified	Compliant					23-035	Contract for Consulting/Professional Services Capital Improvement Plan Program Management
		A++g , XV	Travelers Property Casualty Company of America	BA2R165655	12/6/2024	12/6/2025	Auto Liability		
		A++g , XV	Travelers Property Casualty Company of America	CUP4K364717	12/6/2024	12/6/2025	Excess Liability		
		A++g , XV	Travelers Property Casualty Company of America	6609D3497183	12/6/2024	12/6/2025	General Liability		
		A+g , XV	XL Specialty Insurance Company	DPR5037135	12/6/2024	12/6/2025	Professional Liability		
		A++g , XV	The Phoenix Insurance Company	UB0P573198	12/6/2024	12/6/2025	Workers Comp		

Risk Profile : Standard - Professional Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :