

## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

XXXXXXXXXXXXXXXXXXXX

PBCWUD PROJECT NO. **XX-XXX**, PACKAGE IDENTIFICATION NO. **XXXX**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **(LEGAL NAME OF ENTITY)**, a **(TYPE OF ENTITY)** authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is **XX- XXXXXXXX**.

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 **(NAME OF PROPOSAL)**, PBCWUD PROJECT NO. **XX-XXX**. 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 \_\_\_\_\_, telephone no. **XXX-XXX-XXXX**.

### **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 **(YEARS OF CONTRACT) (X)** years 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 **X.X**. 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, no later than the 15<sup>th</sup> of the following month 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 SBD Schedules, Schedule 3(A) – Professional Services Activity Report and Schedule 4 – Subcontractor/Subconsultant Payment Certification, with each invoice. Should this Contract have approved subconsultant(s), the Consultant shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the County.
- 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 be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended.
- G. Contract Closeout Period. CONSULTANT shall submit any pending invoices(s) and/or report(s), along with any required documents, to the COUNTY within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The COUNTY shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. CONSULTANT's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the COUNTY's discretion to make the final determination whether payment may be made to CONSULTANT after the expiration or termination of contract.
- H. 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.
- I. VSS Registration Required. 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.pbc.gov>. 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.

**(NOTE: The following language only applies if the SBD Ordinance applies to the Contract)**

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, 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 a Small Business Development (SBD) Ordinance which is codified in Section 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code. The SBD Ordinance sets forth the County's requirements for the SBD Program, and is incorporated herein and made part of this Contract. Non-compliance with the SBD Ordinance must be corrected within thirty (30) calendar days of notice of non-compliance. Failure to comply with the SBD Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to SBD Program compliance;
- Suspension or debarment of CONSULTANT from 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 small business enterprise (SBE) participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Attachment 1**, including the COUNTY's Request for Proposals (RFP) and

the specifications set forth in CONSULTANT's response to the RFP, which are both incorporated herein by reference. **The CONSULTANT has agreed to meet or exceed a X.XX% SBE Participation.** Failure to comply with this Article is a material breach of this Contract. **(NOTE: If CONSULTANT has agreed to provide an API percentage that is higher than what was required by the COUNTY's Goal Setting Committee, then you must state what the CONSULTANT has agreed to on the API page, Attachment 1.)**

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

CONSULTANT shall pay 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 SBD of changes in SBE 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 SBD Program, its contract with the COUNTY, or any other applicable law.

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

The CONSULTANT shall be required to submit to the COUNTY SBD Schedule 1 (List of Proposed Contractor/Consultant and Subcontractor/Subconsultants Participation) and SBD 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**

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. Failure to maintain at least the required insurance shall be considered default of the Contract. 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.

- A. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- B. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- C. **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.
- D. **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.

- E. **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.
- F. **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.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, and upon expiration of any of the required coverage throughout the term of this Contract, the 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 Blvd  
West Palm Beach, FL 33413

- H. **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.

- I. **Right to Review or Reject:** COUNTY, by and through its Risk Management Department, in cooperation with the Contracting/Monitoring Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, 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 R2025-0748, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, 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, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

## **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 sections 287.132-133, Florida Statutes, 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 section 287.133(3)(a), Florida Statutes.

## **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  
8100 Forest Hill Blvd  
West Palm Beach, FL 33413

With copy to:

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

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

CONSULTANT's FIRM,  
C/O XXXXXXXXXXXX  
Address  
City, State, Zip Code  
Business Phone Number  
Fax Number  
Email

#### **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, R2015-0572 and, R2024-0549, as may be 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 section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section



287.135(3)(b), Florida Statutes, as may be amended, 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 section 287.135, Florida Statutes, as may be amended, 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if CONSULTANT is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

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 section 287.135, Florida Statutes, as may be amended. 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, Florida Statutes, as may be amended, 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 may be amended. 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, Florida Statutes 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, Florida Statutes, 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](mailto: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.

**ARTICLE 37 – DIGITAL ACCESSIBILITY COMPLIANCE**

CONSULTANT acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. CONSULTANT represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

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

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

*Remainder of page intentionally left blank*



**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

**XXXXXXXXXXXXXXXXXXXX**

**PBCWUD PROJECT NO. XX-XXX, PACKAGE IDENTIFICATION NO. XXXX**

**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:**

**MICHAEL A. CARUSO, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER,  
PALM BEACH COUNTY**

**PALM BEACH COUNTY, FLORIDA, A  
POLITICAL SUBDIVISION OF THE  
OF THE STATE OF FLORIDA BOARD  
OF COUNTY COMMISSIONERS**

**By: \_\_\_\_\_  
Deputy Clerk**

**By: \_\_\_\_\_  
Sara Baxter, Mayor**

**WITNESS:**

**CONSULTANT:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Title**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**(corp. seal)**

**By: \_\_\_\_\_  
County Attorney**

**APPROVED AS TO TERMS  
AND CONDITIONS**

**By: \_\_\_\_\_  
Department Director**

## **LIST OF EXHIBITS**

### **LIST OF EXHIBITS AND ATTACHMENTS**

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

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
1	Affirmative Procurement Initiatives for Professional Services Contracts ("API"s)



**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

**XXXXXXXXXXXXXXXXXXXXX**

**PBCWUD PROJECT NO. XX-XXX, PACKAGE IDENTIFICATION NO. XXXX**

**Exhibit A**

**Scope of Work**

**Summary**

On **XX XX, XX**, **(FIRM NAME)**, was selected through the CCNA process to provide the COUNTY with consulting/professional services in the area of engineering associated with the **(Insert Project Name)**.

Time is of the essence for completion of the Project. It is anticipated this Project shall be performed in phases.

**Services To Be Provided**

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

**XXXXXXXXXXXXXXXXXXXX**

**PBCWUD** PROJECT NO. **XX-XXX**, PACKAGE IDENTIFICATION NO. **XXXX**

**Exhibit B**

**Standard Consultant Services Authorization**

[ATTACH BLANK CONSULTANT SERVICES AUTHORIZATION TEMPLATE]

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

**XXXXXXXXXXXXXXXXXXXX**

**PBCWUD** PROJECT NO. **XX-XXX**, PACKAGE IDENTIFICATION NO. **XXXX**

**Exhibit C**

**Hourly Raw Labor Rates and Justification of Contract Multiplier**

**FIRM NAME:**

**(Rate Multiplier = X.X)**

[INSERT RAW LABOR RATES & PROJECT PERSONNEL]

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

**XXXXXXXXXXXXXXXXXXXX**

**PBCWUD** PROJECT NO. **XX-XXX**, PACKAGE IDENTIFICATION NO. **XXXX**

**Exhibit D SBD Schedules**

**SBD Schedule 1**

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

**SBD Schedule 2**

**Letter of Intent**

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

**XXXXXXXXXXXXXXXXXXXX**

**PBCWUD PROJECT NO. XX-XXX, PACKAGE IDENTIFICATION NO. XXXX**

**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 \_\_\_\_\_  
(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)

\_\_\_\_\_  
(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, \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

Personally known ☐ OR produced identification ☐.

Type of identification produced \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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 ☒.

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

           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). The new SBE prime respondent must perform the majority of the associated work under the contract, and the majority of the work must be performed by personnel from the new SBE respondent's County office. Failure to meet either requirement shall result in 0 evaluation points. Points shall be allocated at a rate of 0.15 points for each 1% of the contract work committed and performed locally by the new SBE prime respondent. Example: a new SBE prime respondent performing 10% of the work within the County shall receive 1.5 points, 50% shall receive 7.5 points, and 100% shall receive the maximum of 15 points.

☐ **SBE Reserve for Contracts Less than \$10,000**

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

Small Professional Services Contracts valued at less than \$10,000 shall be reserved exclusively for competition among SBE Professional Services firms.

☐ **SBE Reserve for Contracts Between less than \$150,000 (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 less than \$150,000, 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 – Option 1**

           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 respondents on County Professional Services Contracts. The SBE prime respondent must perform the majority of the associated work under the contract, and the majority of the work must be performed by personnel from the SBE respondent's County location. Failure to meet either requirement shall result in 0 evaluation points. Points shall be allocated at a rate of 0.15 points

for each 1% of the contract work committed and performed locally by the SBE prime respondent. Example: a respondent performing 10% of the work within the County shall receive 1.5 points, 50% shall receive 7.5 points, and 100% shall receive the maximum of 15 points.

☐ **SBE Evaluation Preference for SBE Participation – Option 2**

**\_\_\_\_\_ (0 to 15%) total evaluation points shall be awarded based on the level of SBE dollar participation committed to on the prime respondent'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. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent's team (e.g., zero SBE participation = 0 points, 50% of highest SBE participation = 7.5 points; highest participation = 15 points). When the prime respondent is an SBE, the sliding scale shall not apply. Eligibility for evaluation preference points requires that the majority of the work performed by the SBE prime respondent be completed by personnel from the SBE prime respondent's County location. Points shall be calculated by multiplying 0.15 by the sum of: 1) the percentage of contract work performed by personnel from the SBE prime respondent's County location and 2) the percentage of contract work performed by SBEs.

☐ **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 SBD Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.