

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, entered into this 19<sup>th</sup> day of March, 2020 by and between **THE TOWN OF PALM BEACH**, 360 South County Road, Palm Beach, Florida 33480, a political subdivision of the State of Florida, hereinafter referred to as the "TOWN", and **GHD Inc. /dba GHD Consulting Inc.**, 3380 Fairlane Farms Road, Suite 12, Wellington, Florida 33414, a California Corporation, hereinafter referred to as the "CONSULTANT".

### **WITNESSETH**

WHEREAS, the TOWN advertised under the Town's purchasing policies, RFQ No. 2020-02 – Coastal Engineering Services, to solicit proposals from qualified Consultants; and

WHEREAS, the TOWN has selected the CONSULTANT under the provision of Section 287.055 Florida Statutes, the Consultant's Competitive Negotiation Act; and

WHEREAS, the TOWN agrees to retain the CONSULTANT for professional Coastal Engineering work prescribed herein in connection with Coastal Engineering Design, Permitting and Construction Management Services, hereinafter called the "WORK"; and

WHEREAS, the TOWN has investigated the qualifications of the CONSULTANT to perform the WORK herein contemplated and found them satisfactory; and

WHEREAS, the CONSULTANT has examined the scope of the WORK required hereunder and has expressed his desire and willingness to provide such Coastal Engineering Design, Permitting and Construction Management Services and has presented its qualifications to the TOWN in support of its expressed desires; and

WHEREAS, as a result of the aforementioned, the TOWN agrees to enter into this agreement with the CONSULTANT; and

WHEREAS, the TOWN COUNCIL has approved the selection of the CONSULTANT to perform such services, and the CONSULTANT agrees to accept employment upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the TOWN agrees to employ the CONSULTANT for a period commencing on the date this agreement is signed for a three (3) year period with option to renew for up to two (2) additional annual periods, and the CONSULTANT agrees to perform all engineering services in connection with the WORK, as described herein, for the total duration of this agreement, upon the following terms and conditions; namely:

### **SECTION I – GENERAL PROVISIONS**

1.1 The TOWN may propose a Scope of Work and request a Cost Estimate from the CONSULTANT for any or all of the professional services specified in Section 3 of this document. The CONSULTANT may be issued a Purchase Order to encompass the entire Coastal Engineering