

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 18, 2018 [X] Consent [] Regular
[] Workshop [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

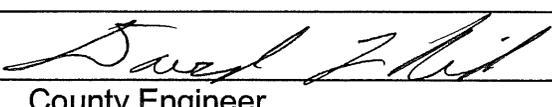
- A) the third amendment to the annual structural engineering contract with Alan Gerwig & Associates, Inc., (AGA) R2017-0026, dated January 10, 2017, to extend the contract expiration date from January 9, 2019 to January 9, 2020, and modify the fee schedule;
- B) the third amendment to the annual structural engineering contract with R.J. Behar & Company, Inc., (RJB) R2017-0027, dated January 10, 2017, to extend the contract expiration date from January 9, 2019 to January 9, 2020, and modify the fee schedule;
- C) the third amendment to the annual structural engineering contract with Stantec Consulting Services Inc., (SCS) R2017-0137, dated February 7, 2017, to extend the contract expiration date from February 6, 2019 to February 6, 2020, and modify the fee schedule; and
- D) the third amendment to the annual structural engineering contract with Wantman Group, Inc., (WGI) R2017-0138, dated February 7, 2017, to extend the contract expiration date from February 6, 2019 to February 6, 2020, and modify the fee schedule.

SUMMARY: Approval of these third amendments will extend the expiration dates of the annual structural engineering contracts for AGA and RJB from January 9, 2019 to January 9, 2020, and extend the expiration dates for SCS and WGI from February 6, 2019 to February 6, 2020. These extensions will provide a continuation of the required professional services provided by AGA, RJB, SCS and WGI for one year, on a task order basis. These amendments with AGA, RJB, SCS and WGI will also adjust their hourly rates as allowed in the original contracts and shown in Exhibit B3 of each amendment. These amendments are the second renewals of two possible one year renewals permitted per the original contracts. The Small Business Enterprise (SBE) goal for all contracts is 15%. Tasks in the amount of \$219,605.39 have been authorized for RJB with 14.19% SBE participation which does not meet their commitment of 17%. Tasks in the amount of \$149,633.35 have been authorized for SCS with 25.44% SBE participation which does not meet their commitment of 31%. Tasks in the amount of \$335,874.33 have been authorized for WGI with 42.63% SBE participation which exceeds their commitment of 15%. Tasks in the amount of \$496,216.82 have been authorized for AGA with 91.39% SBE participation which does not meet their commitment of 100%. AGA is certified as an SBE company. AGA, RJB, SCS and WGI are all Palm Beach County based companies. RJB, SCS, and AGA have agreed to improve their SBE percentages to attain their commitments. Countywide (LBH)

Background and Justification: (See Page 3)

Attachments:

- 1. Third Amendment with AGA with Exhibit B3 and Certificates of Insurance (2)
- 2. Third Amendment with RJB with Exhibit B3 and Certificate of Insurance (2)
- 3. Third Amendment with SCS with Exhibit B3 and Certificates of Insurance (2)
- 4. Third Amendment with WGI with Exhibit B3 and Certificate of Insurance (2)


 Recommended By: _____ Date: 27 NOV 2018
 County Engineer


 Approved By: _____ Date: 12/15/18
 Assistant County Administrator

Background and Justification: In accordance with Board of County Commissioners adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, AGA, RJB, SCS and WGI were selected to perform professional services relative to County needs, and presently have annual contracts with the County, on a task order basis. It is the consensus of the user departments that these consultants have, within the provisions of their contracts, provided the professional services requested by the County. Since the consultants remain in good standing and wish to continue to provide the professional services as indicated in their contracts, the County agrees to renew their contracts for one year.

These third amendments to the contracts have been reviewed with the above named consultants, and the Engineering Department recommends the third renewal of the attached consultant annual contracts. These transactions will maintain the continuous process of professional services required by the County.

**THIRD AMENDMENT TO THE ANNUAL STRUCTURAL ENGINEERING SERVICES
CONTRACT NO. R2017-0026
DATED JANUARY 10, 2017, BY AND BETWEEN
ALAN GERWIG & ASSOCIATES, INC., AND PALM BEACH COUNTY**

This Third Amendment to the Annual Structural Engineering Services Contract dated January 10, 2017, (R2017-0026), hereinafter "CONTRACT" by and between Alan Gerwig & Associates, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on January 10, 2017, the CONSULTANT and COUNTY entered into the CONTRACT for engineering services and other related tasks throughout Palm Beach County; and

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

WHEREAS, by this Third Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT from January 9, 2019 to January 9, 2020; and

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

WHEREAS, the original CONTRACT provided in section 5.3.2 that the rates may be adjusted by negotiation; and

WHEREAS, by this Third Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the Contract to the revised Fee Schedule provided by the CONSULTANT dated October 26, 2018, and attached hereto as **Exhibit B3**.

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

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from January 9, 2019 to January 9, 2020.
3. The Fee Schedule in the CONTRACT is hereby modified as shown in the revised Fee Schedule provided by the CONSULTANT dated October 26, 2018, and attached hereto as **Exhibit B3**.

4. It is the intent of the parties hereto that this Third Amendment shall not become binding until the date executed by the COUNTY.
5. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on December 19, 2017 (R2017-1876) and June 5, 2018 (R2018-0816), shall remain in full force and effect.

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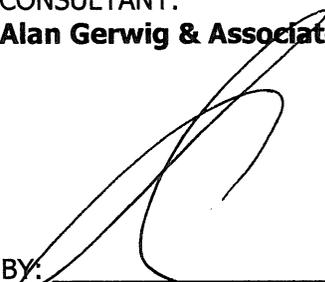
IN WITNESS WHEREOF, the parties have caused this Third Amendment to the CONTRACT (R2017-0026) to be executed and sealed this _____ day of _____, 2018.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:
Alan Gerwig & Associates, Inc.

BOARD OF COUNTY COMMISSIONERS

BY: _____
_____, Mayor

BY: 

Alan Gerwig, P.E., President

SEAL

CORPORATE SEAL

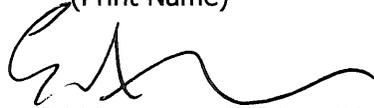


ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:

BY: _____
(Print Name)

BY: SIMON A. COLEMAN
(Print Name)



(Signature)

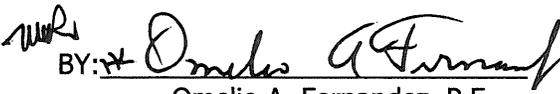
(Signature)

BY: Andrea Rooney
(Print Name)



(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:


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

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney

12798 W. Forest Hill Blvd., Suite 201
Wellington, FL 33414
Contact: Alan Gerwig, P.E., President
Date: October 26, 2018

Ph: 561-792-9000
Fx: 561-792-9901
email: agerwig@aga-engineering.com

Alan Gerwig & Associates, Inc.
Exhibit B3
Structural Engineering Services
Task Order Basis - Fee Schedule

Effective January 10, 2019 through January 9, 2020

*Rates OK
HK*

Fee Schedule		
Position	Raw Rate	*Burdened Rate
Sr. Engineer	\$59.00	\$177.00
Project Manager	\$50.00	\$150.00
Special Inspector	\$50.00	\$150.00
Project Engineer	\$44.00	\$132.00
Engineer	\$35.00	\$105.00
Designer	\$32.00	\$96.00
Engineer Intern	\$30.00	\$90.00

Note: Threshold inspections will be provided by our
our subconsultant, Nutting Engineers of Florida, Inc.

Multiplier:
Salary 1.00
Overhead & Fringe 1.73
Subtotal 2.73
12% Profit 0.33
Total 3.06

* 3.0 maximum allowable
multiplier used to calculate
burdened rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2018

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

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

PRODUCER Collinsworth Ins & Risk Mgmt Services In P.O. Box 661628 Miami Springs FL 33266	CONTACT NAME: Erinn E Collinsworth	
	PHONE (A/C, No. Ext): (786) 930-4795	FAX (A/C, No): (786) 930-4794
E-MAIL ADDRESS: erinn@collinsworthinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Casualty Insurance Comp		29424
INSURER B: Underwriters at Lloyd's, Londo		AA1122000
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Cert ID 2494 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	21 SBA RM9558	12/09/2018	12/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		21 SBA RM9558	12/09/2018	12/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		21 SBA RM9558	12/09/2018	12/09/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		FEI-ARP-11092 Claims-Made Basis	08/25/2018	08/25/2019	Each Claim \$ 1,000,000 Policy Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Retroactive Date 8/25/1998; Professional Liability Deductible \$20,000 Each Claim
Re: Palm Beach County - Capital Improvements / Contract: 13367
If required by written contract, Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents, shall be named Additional Insured, excluding professional services, as respects to General Liability.

CERTIFICATE HOLDER Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) P.O. Bo 20270 Long Beach CA 90801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Page 1 of 1
Page 1 of 3

12798 W. Forest Hill Boulevard
Suite 201
Wellington, FL 33414
Phone: (561) 792-9000
Fax: (561) 792-9901
CA No. 7969

Alan Gerwig & Associates, Inc.
Consulting Engineers



October 2, 2018

Palm Beach County c/o Insurance
Tracking Services, Inc. PO Box 20270
Long Beach, CA 90801

Re: ITS Account Number: PLC 1753 Insured: Alan Gerwig & Associates Inc.
Palm Beach County—Engineering Roadway Production
Contract: Structural Engineering Annual Services

This letter is to serve as declaration that Alan Gerwig & Associates, Inc. does not own any automobiles at the present time. If any vehicles are acquired during the time of the contract, AGA agrees to purchase "all owned" auto coverage as of the date of acquisition.

Sincerely,

Alan Gerwig, P.E.
President

**THIRD AMENDMENT TO THE ANNUAL STRUCTURAL ENGINEERING SERVICES
CONTRACT NO. R2017-0027
DATED JANUARY 10, 2017, BY AND BETWEEN
R.J. BEHAR & COMPANY, INC., AND PALM BEACH COUNTY**

This Third Amendment to the Annual Structural Engineering Services Contract dated January 10, 2017, (R2017-0027), hereinafter "CONTRACT", by and between R.J. Behar & Company, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on January 10, 2017, the CONSULTANT and COUNTY entered into the CONTRACT for engineering services and other related tasks throughout Palm Beach County; and

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

WHEREAS, by this Third Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT from January 9, 2019 to January 9, 2020; and

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

WHEREAS, the original CONTRACT provided in section 5.3.2 that the rates may be adjusted by negotiation; and

WHEREAS, by this Third Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the Contract to the revised Fee Schedule provided by the CONSULTANT dated October 25, 2018, and attached hereto as **Exhibit B3**.

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

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from January 9, 2019 to January 9, 2020.
3. The Fee Schedule in the CONTRACT is hereby modified as shown in the revised Fee Schedule provided by the CONSULTANT dated October 25, 2018, and attached hereto as **Exhibit B3**.

4. It is the intent of the parties hereto that this Third Amendment shall not become binding until the date executed by the COUNTY.
5. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on December 19, 2017 (R2017-1877) and June 5, 2018 (R2018-0817), shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Third Amendment to the CONTRACT (R2017-0027) to be executed and sealed this _____ day of _____, 2018.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:
R.J. Behar & Company, Inc.

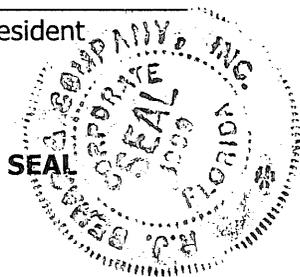
BOARD OF COUNTY COMMISSIONERS

BY: _____
_____, Mayor

BY: *R. Behar*
Robert J. Behar, P.E., President

SEAL

CORPORATE SEAL



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

ATTEST WITNESS:

BY: _____
(Print Name)

BY: Dereh Behar
(Print Name)

Dereh Behar
(Signature)

(Signature)

BY: Lizanna Kadir
(Print Name)

Lizanna Kadir
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

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

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney

R. J. BEHAR COMPANY, INC.
Task Order Basis
Fee Schedule

EXHIBIT "B3"

Rates OK
~~HK~~

12788 Forest Hill Blvd., Suite 2003 B
 Wellington, FL 33414 Ph. (561) 333-7000 Fax (561) 333-7001
 Contact: Jasmani Riveron, P.E.

October 25, 2018

Fee Schedule		
CATEGORY	RAW RATE	BURDENED RATE
Project Manager	\$ 62.20	✓ \$181.00
Senior Engineer	\$ 66.67	✓ \$194.00
Engineer	\$ 47.42	✓ \$138.00
CADD Technician	\$ 36.42	✓ \$106.00
Special Inspector	\$ 61.85	✓ \$180.00
Threshold Inspector	\$ 53.26	✓ \$155.00

Contract Multiplier:
 Salary 1.00
 Overhead & Fringe 1.9979
 Subtotal 2.9979
 12% Profit 0.3117
 Total 2.9096
 ✓ Capped @ 2.91

Note: Rates are effective from January 10, 2019 through January 9, 2020.

R.J. Behar & Company, Inc. will provide "Additional Services, as Authorized and Approved by the Owner, Palm Beach County".



Client#: 25186

RJBEHARC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2018

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

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

PRODUCER: Greyling Ins. Brokerage/EPIC, 3780 Mansell Rd. Suite 370, Alpharetta, GA 30022. CONTACT NAME: Nicole Larsen, PHONE: 770-552-4225, FAX: 866-550-4082, E-MAIL ADDRESS: Nicole.Larsen@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Sentinel Insurance Co Ltd (NAIC # 11000), INSURER B: Travelers Casualty & Surety Co of Ameri (NAIC # 31194), INSURER C: Beazley Insurance Company, Inc. (NAIC # 37540).

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liab & Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: For All Projects with Palm Beach County, Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Retroactive Date: Full Retro.

CERTIFICATE HOLDER

CANCELLATION

Certificate holder: Palm Beach County/o Insurance Tracking Services, Inc.-ITS, P.O. Box 20270, Long Beach, CA 90801. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: D.H. Gilling.

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**THIRD AMENDMENT TO THE ANNUAL STRUCTURAL ENGINEERING SERVICES
CONTRACT NO. R2017-0137
DATED FEBRUARY 7, 2017, BY AND BETWEEN
STANTEC CONSULTING SERVICES INC., AND PALM BEACH COUNTY**

This Third Amendment to the Annual Structural Engineering Services Contract dated February 7, 2017, (R2017-0137), hereinafter "CONTRACT" by and between Stantec Consulting Services Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on February 7, 2017, the CONSULTANT and COUNTY entered into the CONTRACT for engineering services and other related tasks throughout Palm Beach County; and

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

WHEREAS, by this Third Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT from February 6, 2019 to February 6, 2020; and

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

WHEREAS, the original CONTRACT provided in section 5.3.2 that the rates may be adjusted by negotiation; and

WHEREAS, by this Third Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the Contract to the revised Fee Schedule provided by the CONSULTANT dated October 29, 2018 and attached hereto as **Exhibit B3**.

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

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from February 6, 2019 to February 6, 2020.
3. The Fee Schedule in the CONTRACT is hereby modified as shown in the revised Fee Schedule provided by the CONSULTANT dated October 29, 2018 and attached hereto as **Exhibit B3**.

4. It is the intent of the parties hereto that this Third Amendment shall not become binding until the date executed by the COUNTY.
5. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on December 19, 2017 (R2017-1878) and June 5, 2018 (R2018-0818), shall remain in full force and effect.

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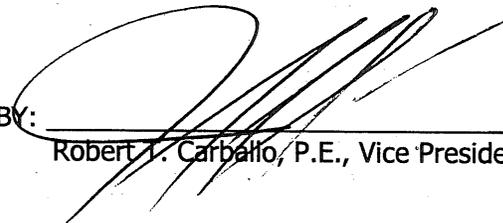
IN WITNESS WHEREOF, the parties have caused this Third Amendment to the CONTRACT (R2017-0137) to be executed and sealed this _____ day of _____, 2018.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:
Stantec Consulting Services Inc.

BOARD OF COUNTY COMMISSIONERS

BY: _____
_____, Mayor

BY: 

Robert T. Carballo, P.E., Vice President

SEAL

CORPORATE SEAL

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

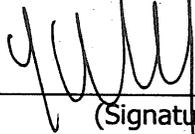
ATTEST WITNESS:

BY: _____
(Print Name)

BY: TULTE HERRANDO

(Print Name)

(Signature)



(Signature)

BY: Jessica Comellas

(Print Name)

APPROVED AS TO TERMS
AND CONDITIONS:



(Signature)

BY: 

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



APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney

EXHIBIT B-3

FEE SCHEDULE - PRIME CONSULTANT EFFECTIVE 2/7/2019 TO 2/6/2020

CONTRACT: Structural Engineering Annual Services Contract on a Task Work Order Basis

Palm Beach County Contract Number: R2017-0137

CONSULTANT: Stantec Consulting Services Inc.

Consultant No.: 215810687

Date: 10/29/2018

Staff Classification	Project Manager	Senior Engineer	Project Engineer	Engineering Intern	Designer
Proposed Unloaded Rate	✓ \$67.00	✓ \$62.28	✓ \$50.92	✓ \$32.78	✓ \$38.24
Proposed Loaded/Burdened Rate	✓ \$198.99	✓ \$184.97	✓ \$151.23	✓ \$97.36	✓ \$113.57

OVERHEAD: 165.03%
 OPERATING MARGIN: (% of Salary+Overhead) ✓ 12.00%
 MULTIPLIER 2.97

*Rates OK
HK*



CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)
4/26/2018

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

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

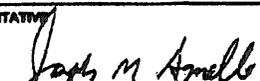
PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL ADDRESS:	
INSURED STANTEC CONSULTING SERVICES INC. 1426517 8211 SOUTH 48TH STREET PHOENIX AZ 85044		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company	NAIC # 16535
		INSURER B: Travelers Property Casualty Co of America	25674
		INSURER C: American Guarantee and Liab. Ins. Co.	26247
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14635414 **REVISION NUMBER:** XXXXXXX

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

FORM LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	GLO0246172	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Eq occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2018 5/1/2018 5/1/2018	5/1/2019 5/1/2019 5/1/2019	COMBINED SINGLE LIMIT (Eq accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	N	AUC9184637	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2158 RE: FOR ALL PROJECTS WITH PALM BEACH COUNTY. *** SEE ATTACHMENT ***

CERTIFICATE HOLDER 14635414 PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES INC. (ITS) P.O. BOX 20270 LONG BEACH CA 90801	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THIS COVERAGE IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY STATE LAW. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC.
A NEW YORK CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Assistant Secretary** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").
2. On **June 15, 2018**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

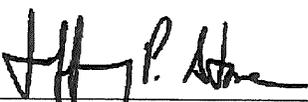
1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.
 2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
 3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.
3. **Robert Carballo** is a **Vice President** of the Corporation, and in that capacity is duly authorized to sign contracts in accordance with the Corporation's Signing Authority Policy in connection with:

Palm Beach County, Florida

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 25th day of October 2018.

Corporate Seal:





Jeffrey P. Stone
Vice President, Associate General Counsel
and Assistant Secretary

**THIRD AMENDMENT TO THE ANNUAL STRUCTURAL ENGINEERING SERVICES
CONTRACT NO. R2017-0138
DATED FEBRUARY 7, 2017, BY AND BETWEEN
WANTMAN GROUP, INC., AND PALM BEACH COUNTY**

This Third Amendment to the Annual Structural Engineering Services Contract dated February 7, 2017, (R2017-0138), hereinafter "CONTRACT" by and between Wantman Group, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on February 7, 2017, the CONSULTANT and COUNTY entered into the CONTRACT for engineering services and other related tasks throughout Palm Beach County; and

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

WHEREAS, by this Third Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT from February 6, 2019 to February 6, 2020; and

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

WHEREAS, the original CONTRACT provided in section 5.3.2 that the rates may be adjusted by negotiation; and

WHEREAS, by this Third Amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the Contract to the revised Fee Schedule provided by the CONSULTANT dated October 18, 2018, and attached hereto as **Exhibit B3**.

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

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from February 6, 2019 to February 6, 2020.
3. The Fee Schedule in the CONTRACT is hereby modified as shown in the revised Fee Schedule provided by the CONSULTANT dated October 18, 2018, and attached hereto as **Exhibit B3**.

4. It is the intent of the parties hereto that this Third Amendment shall not become binding until the date executed by the COUNTY.
5. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on December 19, 2017 (R2017-1879) and June 5, 2018 (R2018-0819), shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Third Amendment to the CONTRACT (R2017-0138) to be executed and sealed this _____ day of _____, 2018.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:
Wantman Group, Inc.

BOARD OF COUNTY COMMISSIONERS

BY: _____
_____, Mayor

BY: 

Brian Rheault, P.E., Vice President,
Structural Solutions

SEAL



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

ATTEST WITNESS:
BY: KIM DRAGGOS

(Print Name)

BY: _____
(Print Name)

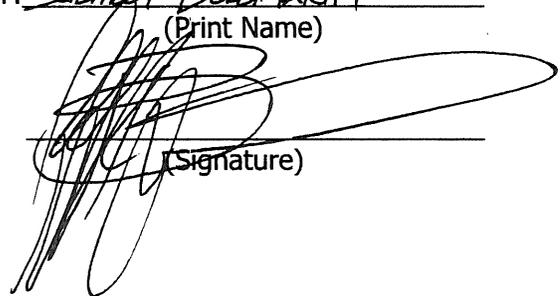
Kim Draggos

(Signature)

(Signature)

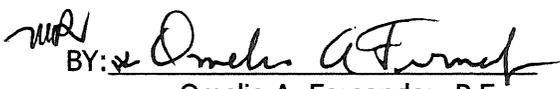
BY: Jeramy Beckman

(Print Name)



(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:


BY: Omelio A. Fernandez

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

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney

EXHIBIT "B3"

PALM BEACH COUNTY ANNUAL STRUCTURAL CONTRACT

Task Order Basis - Fee Schedule

October 18, 2018

FIRM: WANTMAN GROUP, INC.

2035 Vista Parkway
West Palm Beach, Florida 33411
Contact: Brian C. Rheault

email: brian.rheault@wginc.com
Phone: (561) 687-2220 Fax: (561) 687-1110

*Rates OK
HK*

Fee Schedule February 7, 2019 through February 6, 2020			
Firm Name		WANTMAN GROUP, INC.	
		Raw Rate	Burdened Rate
Principal	✓	\$72.11	\$216.33
Senior Project Engineer	✓	\$69.00	\$207.00
Project Manager	✓	\$56.00	\$168.00
Project Engineer	✓	\$44.04	\$132.12
Engineer / Engineer Intern	✓	\$35.00	\$105.00
CADD / Computer Technician	✓	\$34.30	\$102.90
Special Inspector**	✓	\$72.11	\$216.33
Threshold Inspector**	✓	\$72.11	\$216.33
Senior Professional Surveyor	✓	\$46.00	\$138.00
Survey Technician	✓	\$31.00	\$ 93.00
3 Person Field Survey Crew	✓	\$64.25	\$192.75

Multiplier:
Salary
1.00
Overhead & Fringe
2.10
Subtotal
3.10
10% Profit
0.10
.31
TOTAL
3.41
Maximum Allowed
✓ 3.00

** This Category utilized Principal Rates

Sub-Consultants Attached

Wantman Group, Inc. will provide "Additional Services, as Authorized and Approved by the Owner, Palm Beach County".

S:\PERSONNEL\Kim\Certifications RFP - RFQ - Presentations\PBC Annual Contract 2016\Renewal 2019\FEE SCHEDULE.doc

WANTMAN GROUP, INC.
Corporate Officers and Other Persons Authorized to Sign Contracts

(As of July 9, 2018)

GROUP A Promissory Notes, Leases, Obligations, Agreements, Contracts, etc.

David S. Wantman	President
Joel N. Wantman	Chairman of the Board
Mario Echagarrua	Executive Vice President & Chief Operating Officer

GROUP B Approved contracts for Professional Services (includes contract modifications, task orders, supplemental agreements, price proposals and letter contracts) pertaining to the scope of responsibility of the signer may be signed by the following individuals:

Robin B. Petzold	Executive Vice President - Survey & SUE
Nancy A. Clements	Senior Vice President - Transportation
Michael L. Davis	Senior Vice President - Chief Strategy Officer
Walter V. Kloss	Vice President Transportation - Alternative Delivery
Brian C. Rheault	Vice President Structural Solutions

****GROUP C** Approved contracts for Professional Services (includes contract modifications, task orders, supplemental agreements, price proposals and letter contracts) pertaining to the scope of responsibility of the signer with **fees under \$300,000** may be signed by the following individuals:

Henri V. Belrose	Vice President & Senior Project Manager - Transportation
Sam Hall	Vice President & Senior Project Manager - Survey
Clayton Wolfe	Director - Structures
Erik L. Brueningsen	SUE Services Manager
Lynn Zolezzi ¹	Manager - Transportation Planning
Arnaldo Hernandez	Director - Architecture
Gary Cudney	Senior Vice President - Parking & Restoration
David Kent	Chief Financial Officer
Michael Ortlieb	Vice President - Parking Solutions
Jeffrey N. Brophy	Vice President - PLACE
Dale Lee Dowden	Vice President - Central Florida Regional Manager
Keegan Larson	South Florida Transportation Regional Manager
Chris Presnell	North Florida Regional Transportation Manager
Jacob Gonzalez	VP Parking Solutions
Raymond Smith	Vice President - Parking Solutions

****GROUP D** Approved contracts for Professional Services (includes contract modifications, task orders, supplemental agreements, and price proposals) with **fees under \$50,000** may be signed by the following individuals:

Brian J. LaMotte	Vice President & Chief Marketing Officer
Jeremiah Slaymaker	Regional Manager - North Florida Survey / SUE
Rob McConnell	Vice President - Parking Solutions
Lindsay Libes	Director Planning
Torrey Thompson	Manager - Restoration
Fabio Seratto	Manager - Parking Solutions
Mark Sampson	Manager - Restoration
John Abbott	Director - Environmental Services
Brett Oldford	Director - Civil Engineering
Jason Mihalovits	Director - Landscape Architecture
Jonathan Forster	Manager Parking Solutions Planning

**** ALL contracts for professional services with fees in excess of \$300,000 for GROUP C and \$50,000 for GROUP D shall be executed by an individual listed in GROUP B who is responsible for the primary scope of work included in the contract, or alternatively, an individual in GROUP A.**

ANY CONTRACT IN EXCESS OF \$1,500,000 REQUIRES THE SIGNATURE OF TWO (2) GROUP B OFFICERS OR ONE (1) GROUP A OFFICER.

¹ Signature Authority applies to FDOT contracts only.