

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 4, 2019 [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 intersection improvements contract (Contract) R2017-0778 dated June 20, 2017 with Bolton Perez & Associates, Inc. (BPA), to extend the Contract expiration date from June 19, 2019 to June 19, 2020, modify the fee schedule, and allow for other amendments to the Contract; and
- B) The third amendment to the annual intersection improvements contract R2017-0779 dated June 20, 2017 with HSQ Group, Inc. (HSQ), to extend the Contract expiration date from June 19, 2019 to June 19, 2020, modify the fee schedule, and allow for other amendments to the Contract.

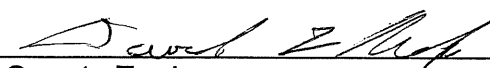
SUMMARY: Approval of these third amendments will extend the expiration dates of the Contracts with BPA and HSQ from June 19, 2019 to June 19, 2020; adjust their hourly rates as allowed in these original Contracts; and add the new Equal Business Opportunity (EBO) Ordinance language. These Contracts were presented to the Goal Setting Committee on February 6, 2019, and a 20% mandatory SBE subcontracting goal for the Affirmative Procurement Initiative was recommended. To date, tasks in the amount of \$425,690.33 have been authorized for BPA with 24.62% SBE participation. To date, tasks in the amount of \$707,936.76 have been authorized for HSQ with 79.14% SBE participation. BPA is a Miami based company but has an office located in Palm Beach County (County). HSQ is a County based company and is a certified SBE company. This is the second of two allowable renewals under these Contracts. After the second renewal, the Contracts will need to be re-solicited. Countywide (YBH)


Background and Justification: In accordance with the Board of County Commissioners (BCC) adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, BPA and HSQ were selected to provide professional services required for intersection improvements throughout the County. It is the consensus of the user departments that BPA and HSQ are needed to provide professional services for upcoming County intersection improvement projects.

These third amendments to the Contracts have been reviewed with BPA and HSQ, and the Engineering Department recommends BCC approval to maintain continuity of these professional services required by the County for an additional year.

Attachments:

- 1. Third Amendment with BPA with Exhibit B3 and Certificate of Insurance (2)
- 2. Third Amendment with HSQ with Exhibit B3 and Certificates of Insurance (2)

Recommended By:  Date: 14 MAY 2019
County Engineer

Approved By:  Date: 5/20/19
Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No X

Budget Account No: Various
 Recommended Sources of Funds/Summary of Fiscal Impact:

** Fiscal impact is indeterminable at this time. These firms are authorized to provide services on a task order basis. Funding will be established by project as necessary.

C. Departmental Fiscal Review: Alicia Kovalainen

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 5/1/19
 OFMB ASB
 5/1

[Signature] 5/14/19
 Contract Dev. and Control
 5/14/19

B. Approved as to Form and Legal Sufficiency:

M. J. Herman 5/20/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**THIRD AMENDMENT TO THE
ANNUAL INTERSECTION IMPROVEMENTS ENGINEERING SERVICES
CONTRACT NO. R2017-0778
DATED JUNE 20, 2017, BY AND BETWEEN
BOLTON PEREZ & ASSOCIATES, INC., AND PALM BEACH COUNTY**

This THIRD AMENDMENT to the Annual Intersection Improvements Annual Engineering Services Contract dated June 20, 2017, (R2017-0778), hereinafter "CONTRACT," by and between Bolton Perez & Associates, Inc., hereinafter "ANNUAL CONSULTANT," and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY," (individually "Party" and collectively "Parties").

W I T N E S S E T H

WHEREAS, on June 20, 2017, Network Engineering Services, Inc. (NES) and COUNTY entered into a twelve month CONTRACT; and

WHEREAS, by the First Amendment (R2018-0634), NES and the COUNTY mutually agreed to amend the CONTRACT to extend the expiration date of the CONTRACT from June 19, 2018 to June 19, 2019 and to add Section 22 – Additional Reporting; and

WHEREAS, by the Second Amendment (R2019-0020), NES and the COUNTY mutually agreed to amend the CONTRACT to amend Section 7.1 – Termination, Section 9 – Criminal History Records Check, Section 12 – Commercial Non-Discrimination, and Section 20 – Scrutinized Companies; and

WHEREAS, on October 29, 2018, NES changed their company name to Bolton Perez & Associates, Inc., with no ownership change.

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, the CONTRACT provides in section 5.3.2 that the rates may be adjusted by negotiation; and

WHEREAS, by this Third Amendment, the ANNUAL CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT, as provided herein.

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

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, between the ANNUAL CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from June 19, 2019 to June 19, 2020.
3. **Exhibit B** of the CONTRACT, is hereby deleted in its entirety and replaced with **Exhibit B3**, dated February 28, 2019, and attached hereto and incorporated herein.
4. Section **7.8 Subcontracting** is hereby deleted in its entirety and replaced with the following:

7.8 - SUBCONTRACTING

7.8.1 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 ANNUAL CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ANNUAL CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

7.8.1.1 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 ANNUAL CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

7.8.2 EQUAL BUSINESS OPPORTUNITY ORDINANCE

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of CONTRACT;
- Withholding of funds;
- Termination of the CONTRACT based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of ANNUAL CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the CONTRACT, and the dollar value of S/M/WBE participation achieved.

7.8.2.1 The ANNUAL CONSULTANT must adhere to following the Affirmative Procurement Initiatives (APIs):

SBE Subcontracting Goal for Professional Services

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

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

The ANNUAL CONSULTANT must also adhere to the Request for Proposals for the Annual Intersection Improvements Annual Services advertised on November 13, 2016 and November 20, 2016, and the specifications set forth in ANNUAL CONSULTANT'S response, all of which are incorporated herein by reference. Failure to comply with this section 7.8 of this CONTRACT is a material breach of this CONTRACT.

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

ANNUAL CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the ANNUAL CONSULTANT. In the event of a disputed invoice, the ANNUAL 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. ANNUAL CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

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

5. Section 7.13 Access and Audits is hereby deleted in its entirety and replaced with the following:

7.13 Access and Audits

The ANNUAL CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and perform the work for at least four (4) years after final payment and release of retainage or termination of the 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 ANNUAL CONSULTANT'S place of business.

Palm Beach 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 ANNUAL 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.

6. Section 12 – Commercial Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 12 – Non-discrimination

12.1 The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the ANNUAL CONSULTANT warrants and

represents that throughout the term of the CONTRACT, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the CONTRACT.

12.2 As a condition of entering into this CONTRACT, the ANNUAL CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ANNUAL CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ANNUAL CONSULTANT retaliate against any person for reporting instances of such discrimination. The ANNUAL CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The ANNUAL 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.

ANNUAL CONSULTANT shall include this language in its subcontracts.

7. Section 23 – VSS Registration Required is hereby added to the CONTRACT.

Section 23 – VSS Registration Required

Prior to CONTRACT award or renewal (Award), ANNUAL CONSULTANT must register in the County's Vendor Self Service (VSS) at <https://pbevssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ANNUAL CONSULTANT intends to use

subconsultants, ANNUAL CONSULTANT must also ensure that all subconsultants are registered as vendors in VSS prior to Award. All subconsultant agreements must include a contractual provision requiring that the subconsultant register in VSS. COUNTY will not finalize Award until ANNUAL CONSULTANT has certified that the ANNUAL CONSULTANT and all of its subconsultants are registered in VSS.

8. It is the intent of the Parties hereto that this Third Amendment shall not become binding until the date executed by the COUNTY.
9. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on May 1, 2018 (R2018-0634) and January 15, 2019 (R2019-0020), shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the CONTRACT (R2017-0778) to be executed and sealed this _____ day of _____, 2019.

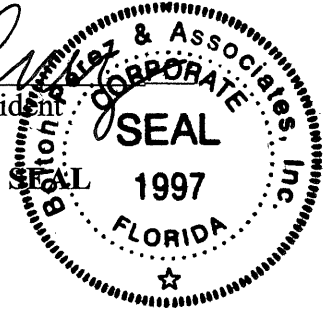
OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

ANNUAL CONSULTANT:
Bolton Perez & Associates, Inc.

BY: _____
Mack Bernard, Mayor

S E A L

BY: Joaquin Perez
Joaquin Perez, P.E., President



CORPORATE SEAL

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

ATTEST WITNESS:

BY: Jennifer Bolton
(Print Name)

BY: _____
(Print Name)

[Signature]
(Signature)

(Signature)

BY: VIVIAN PEREZ
(Print Name)

[Signature]
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

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

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney

28-Feb-19



Rates OK HK

Exhibit B3

**PBC 2019 Renewal for Intersection Improvements Annual Services Contract
on a Task Work Order Basis (R2017-0778)
Effective June 20, 2019 through June 19, 2020**

Classification	Revised Hourly Rate (3% Raise)	Multiplier	Proposed Contract Rate
CADD/Computer Technician	✓ \$18.30	✓ 2.8468	✓ \$52.10
Chief Engineer *	✓ \$80.34	2.8468	✓ \$228.71
Designer *	✓ \$32.45	2.8468	✓ \$92.38
Engineer	✓ \$36.07	2.8468	✓ \$102.68
Engineering Intern	✓ \$28.33	2.8468	✓ \$80.65
Project Manager *	✓ \$72.10	2.8468	✓ \$205.25
Senior Engineer	✓ \$63.65	2.8468	✓ \$181.20
Senior Project Engineer	✓ \$48.80	2.8468	✓ \$138.92
FDOT 2016/2017 Audit Information			
Salaries	100.00%		
Home Office Overhead Rate	154.18%		
Operating Margin	43.00%		
CDAF - n/a	0.00%		
FCCM	0.066%		
Direct Expense	2.12%		
Proposed Multiplier	299.37%		
Allowed Multiplier	✓ 2.8468		

* No change

Joaquin Perez, PE - President

February 28, 2019

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).

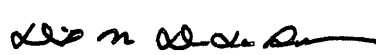
PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Bolton, Perez & Associates, Inc. 7205 Corporate Center Dr, Ste 201 Miami, FL 33126	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Indemnity Co of America		25666
	INSURER B : Travelers Indemnity Company		25658
	INSURER C : Travelers Casualty and Surety Company		19038
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E : Travelers Indemnity Co. of America		25666
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	660613M4100	12/14/2018	12/14/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA613M6129	12/14/2018	12/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP3621T855	12/14/2018	12/14/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8J581573	12/14/2018	12/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPR9934493	11/09/2018	11/09/2019	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.
Description: BPA Project No. 17.08.01; Intersection Improvements Annual Services
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 all policies listed above except the workers compensation and professional liability as required by written contract including completed and (See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County C/O JDi Data Corporation 100 W Cypress Creek Rd, Suite 1052 Fort Lauderdale, FL 33309	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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DESCRIPTIONS (Continued from Page 1)

ongoing operations on per project basis, coverage is primary and non contributory. Waiver of subrogation in favor of the additional insureds applies to all policies listed above as required by written contract. Thirty (30)days prior written notice of cancellation except 10 days for non payment of premium will be given on all policies listed above. Professional Liability retro date is 03/01/1997.

**THIRD AMENDMENT TO THE
ANNUAL INTERSECTION IMPROVEMENTS ENGINEERING SERVICES
CONTRACT NO. R2017-0779
DATED JUNE 20, 2017, BY AND BETWEEN
HSQ GROUP, INC.,
AND PALM BEACH COUNTY**

This THIRD AMENDMENT to the Annual Intersection Improvements Annual Engineering Services Contract dated June 20, 2017, (R2017-0779), hereinafter "CONTRACT," by and between HSQ Group, Inc., hereinafter "ANNUAL CONSULTANT," and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY," (individually "Party" and collectively "Parties").

W I T N E S S E T H

WHEREAS, on June 20, 2017, the CONSULTANT and COUNTY entered into a twelve month CONTRACT; and

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WHEREAS, by the Second Amendment (R2019-0412), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT to amend Section 7.1 – Termination, Section 9 – Criminal History Records Check, Section 12 – Commercial Non-Discrimination, and Section 20 – Scrutinized Companies; 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

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must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

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7.13 Access and Audits

The ANNUAL CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and perform the work for at least four (4) years after final payment and release of retainage or termination of the 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 ANNUAL CONSULTANT'S place of business.

Palm Beach 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 ANNUAL 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.

6. Section **12 – Commercial Non-Discrimination** is hereby deleted in its entirety and replaced with the following:

Section 12 – Non-discrimination

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

12.2 As a condition of entering into this CONTRACT, the ANNUAL CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ANNUAL CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ANNUAL CONSULTANT retaliate against any person for reporting instances of such discrimination. The ANNUAL CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The ANNUAL 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.

ANNUAL CONSULTANT shall include this language in its subcontracts.

7. Section 23 – VSS Registration Required is hereby added to the CONTRACT.

Section 23 – VSS Registration Required

Prior to CONTRACT award or renewal (Award), ANNUAL CONSULTANT must register in the County's Vendor Self Service (VSS) at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ANNUAL CONSULTANT intends to use subconsultants, ANNUAL CONSULTANT must also ensure that all subconsultants are registered as vendors in VSS prior to Award. All subconsultant agreements must include a contractual provision requiring that the subconsultant register in VSS. COUNTY will not finalize Award until ANNUAL CONSULTANT has certified that the ANNUAL CONSULTANT and all of its subconsultants are registered in VSS.

8. It is the intent of the Parties hereto that this Third Amendment shall not become binding until the date executed by the COUNTY.


9. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on May 1, 2018 (R2018-0635) and April 2, 2019 (R2019-0412), shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the CONTRACT (R2017-0779) to be executed and sealed this _____ day of _____, 2019.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

ANNUAL CONSULTANT:
HSQ Group, Inc.

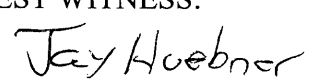
BY: _____
Mack Bernard, Mayor

BY:  _____
Nour Shehadeh, P.E., Vice President

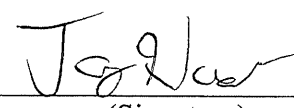
S E A L

CORPORATE SEAL

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

ATTEST WITNESS:
BY:  _____
(Print Name)

BY: _____
(Print Name)

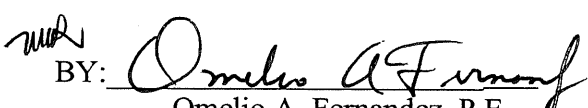
 _____
(Signature)

(Signature)

BY:  _____
(Print Name)

 _____
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:


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

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney



HSQ GROUP, INC.
Engineers • Planners • Surveyors

March 5, 2019

Exhibit B3

Ms. JaeAnn Dean, Technical Assistant II
Roadway Production Division / CCNA Section
2300 N. Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

*Rates OK
HK*

Re: **Intersection Improvements Annual Services Contract
on A Work Task Order Basis (R2017-0779)**

Dear Ms. Dean:

The following is a list of new pay rates for HSQ Group, Inc. concerning the above referenced project. Please note that we do not use the same categories the County uses, however, the following rates match the County's categories as close as possible.

Fee Schedule effective dates from June 20, 2019 to June 19, 2020

- | | |
|--|---------------|
| • Engineer Intern (entry level with engineering degree) | \$33.15 /hour |
| • Project Engineer | \$43.50 /hour |
| • Project Manager (PE w/5+ years of post-registration) | \$53.05 /hour |
| • Senior Engineer (PE w/10+ years of post-registration experience) | \$60.10 /hour |

Survey Rate schedule

- | | |
|------------------------------|---------------|
| • Two-man crew | \$54.08 /hour |
| • Senior surveyor and mapper | \$60.10 /hour |
| • Surveyor and mapper | \$48.77 /hour |
| • Survey technician | \$30.28 /hour |

The existing current multiplier is **2.749**.

Should you have any questions please do not hesitate to call me. We look forward to working with you on this project.

Sincerely,
HSQ Group, Inc.

Nour Shehadeh, P.E.
Vice President



HSQGROU-01

GMASTERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/05/2019

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.

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.

PRODUCER: Collinsworth, Alter, Fowler & French, LLC. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS. INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Casualty, INSURER B: Underwriters At Lloyds London.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROFESSIONAL LIABILITY RETRO DATE - 1/18/2005 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees & Agents are named additional Insured, if required by written contract, as respects Commercial General Liability, for all projects Insured is working on for Palm Beach County.

CERTIFICATE HOLDER: Palm Beach County c/o JDI Data Corporation. 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: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2019

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 Marlon Fazio Insurance Agency Inc. 805 George Bush Blvd Delray Beach FL 33483	CONTACT NAME: Marlon Fazio PHONE (A/C No. Ext): 5612760330 FAX (A/C. No.): 5612760960 E-MAIL ADDRESS: Marlon@marionfazio.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: State Farm Mutual Automobile Insurance Company 25178 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED HSQ GROUP 1001 Yamato Road Suite 105 BOCA RATON FL 33431		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		C60 8364-E12-59D 994 2729-C06-59C 961 7635-C14-59D 439 6946-e02-59I	05/12/2019 03/06/2019 03/14/2019 05/02/2019	11/12/2019 09/06/2019 09/14/2019 11/02/2019	COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
06 FORD F150 VIN: 1FTRX14W66NB80474 14 TOYOTA TACOMA VIN: 5TFTX4CN1EX036231
11 JEEP COMPASS VIN: 1J4NT1FB1BD260022 18 TOYOTA TACOMA VIN: 5TFSX5ENXJX063623
15 TOYOTA TACOMA VIN: 5TFUX4EN8FX035295 03/23/2019-09/23/2019
18 Ford Escape VIN: 1FMCU0GDJUA85583- 12/05/2018-06/05/2019

CERTIFICATE HOLDER Palm Beach County C/O JDi Data Corporation 100 W CYPRESS CREEK RD., SUITE 1052 FT. LAUDERDALE, FL 33309	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 2 of 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/19

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
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida
PHONE (A/C, No, Ext): 800-743-8130 **FAX (A/C, No):** 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois National Insurance Co	23817
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ADP TotalSource CO XXI, Inc.
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
HSQ Group Inc
1001 Yamato Road Suite 105
Boca Raton, FL 33431

COVERAGES CERTIFICATE NUMBER: 2240441 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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 047014231 FL	07/01/18	07/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for HSQ GROUP INC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. HSQ GROUP INC is an alternate employer under this policy.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
c/o JDI Data Corporation
100 W Cypress Creek Rd. Suite 1052
Fl. Leuderdele, FL 33309

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
Joseph P. Pittaropolo