

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 2, 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 second amendment to the annual traffic signal design contract (R2017-0985) dated August 15, 2017 with Simmons & White, Inc. (S&W), to extend the expiration date from August 14, 2019 to August 14, 2020, and allow for other amendments to the contract; and
- B) The second amendment to the annual traffic signal design contract (R2017-1444) dated October 3, 2017 with Wantman Group, Inc. (WGI), to extend the expiration date from October 2, 2019 to October 2, 2020, modify the fee schedule, and allow for other amendments to the contract.

SUMMARY: Approval of these second amendments will extend the expiration dates of the contract with S&W from August 14, 2019 to August 14, 2020, and the contract with WGI from October 2, 2019 to October 2, 2020. Approval will also amend "Section 7.1 – Termination"; "Section 7.13 – Access and Audits"; "Section 9 – Criminal History Records Check"; "Section 12 – Non-Discrimination"; "Section 20 – Scrutinized Companies"; add "Section 23 – VSS Registration Required"; and replace "Section 7.8" of Design Professional Contract with the new Equal Business Opportunity Ordinance language for both contracts. Approval of WGI's second amendment will also adjust their hourly rates as allowed in the original contract. These contracts were presented to the Goal Setting Committee on February 6, 2019, and a 20% mandatory Small Business Enterprise (SBE) subcontracting goal for the Affirmative Procurement Initiative was approved. To date, a task in the amount of \$36,180.54 has been authorized for S&W with 84% SBE participation. To date, tasks in the amount of \$189,434.99 have been authorized for WGI with 34.24% SBE participation. S&W and WGI are both Palm Beach County (County) based companies. S&W 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, S&W and WGI were selected to provide professional services required for traffic signal design throughout the County. It is the consensus of the user departments that S&W and WGI are needed to provide professional services for upcoming County traffic signal design projects.

These second amendments to the contracts have been reviewed with S&W and WGI, and the Engineering Department recommends BCC approval to maintain continuity of these professional services required by the County for an additional year.

- Attachment:**
- 1. Second Amendment with S&W and Certificate of Insurance (2)
 - 2. Second Amendment with WGI with Exhibit B2 and Certificate of Insurance (2)

Recommended By: Date: 5/29/19
County Engineer

Approved By: Date: 6/17/19
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:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

** Fiscal impact is indeterminable at this time. This firm is 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]
OFMB 9/13
6/14

[Signature]
Contract Dev. and Control 6/13/19
6/13/19

B. Approved as to Form and Legal Sufficiency:

[Signature] 6/14/19
Assistant County Attorney

C. Other Department Review:

Department Director

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

Attachment
1

**SECOND AMENDMENT TO THE
ANNUAL TRAFFIC SIGNAL DESIGN
CONTRACT NO. R2017-0985
DATED AUGUST 15, 2017, BY AND BETWEEN
SIMMONS & WHITE, INC.,
AND PALM BEACH COUNTY**

This SECOND AMENDMENT to the Annual Traffic Signal Design Annual Engineering Services Contract dated August 15, 2017, (R2017-0985), hereinafter "CONTRACT," by and between Simmons & White, 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 August 15, 2017, the ANNUAL CONSULTANT and COUNTY entered into a twelve month CONTRACT; and

WHEREAS, by the First Amendment (R2018-0972), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT to extend the expiration date of the CONTRACT from August 14, 2018 to August 14, 2019 and to add Section 22 – Additional Reporting; 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 Second Amendment, the ANNUAL CONSULTANT and the COUNTY mutually agree to amend the CONTRACT to extend the expiration date of the CONTRACT, as provided herein; and

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 August 14, 2019 to August 14, 2020.
3. Section 7.1 – **Termination** is hereby deleted in its entirety and replaced with the following:

7.1 Termination

This CONTRACT may be terminated by the ANNUAL 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 ANNUAL CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ANNUAL CONSULTANT or without cause upon ten (10) business days written notice to the ANNUAL CONSULTANT. Unless the ANNUAL CONSULTANT is in breach of this CONTRACT, the ANNUAL 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 ANNUAL 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.

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.

7.8.1.2 EBO Ordinance

7.8.1.2.1 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.

7.8.1.2.2 The ANNUAL CONSULTANT must adhere to the following 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 subconsultant firms.

The ANNUAL CONSULTANT must also adhere to the Request for Proposals for the Annual Traffic Signal Design Annual Services advertised on January 15, 2017 and January 22, 2017, and the specifications set forth in ANNUAL CONSULTANT's response, which are both incorporated herein by reference. Failure to comply with this Section 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 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.

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

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

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 performing the work for at least four (4) 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 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 9 – Criminal History Records Check** is hereby deleted in its entirety and replaced with the following:

Section 9 – Criminal History Records Check

The ANNUAL CONSULTANT, ANNUAL CONSULTANT'S employees, subcontractors of ANNUAL 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 R-2003-1274, as amended. The ANNUAL CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ANNUAL 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 Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ANNUAL CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ANNUAL 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 ANNUAL CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the ANNUAL CONSULTANT must notify the

COUNTY within two (2) hours. At the time of termination, the ANNUAL CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ANNUAL CONSULTANT if the ANNUAL 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 ANNUAL 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.

7. **Section 12 – NonDiscrimination** is hereby deleted in its entirety and replaced with the following:

Section 12 – Non-discrimination

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.

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.

8. **Section 20 – Scrutinized Companies** is hereby deleted in its entirety and replaced with the following:

Section 20 – Scrutinized Companies

As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers,

subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

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

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

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

Section 23 – VSS Registration Required

In order to do business with Palm Beach County, ANNUAL CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ANNUAL CONSULTANT intends to use sub-consultants, ANNUAL 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 ANNUAL CONSULTANT and all of its sub-consultants are registered in VSS.

10. It is the intent of the Parties hereto that this Second Amendment shall not become binding until the date executed by the COUNTY.
11. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on July 10, 2018 (R2018-0972), shall remain in full force and effect.

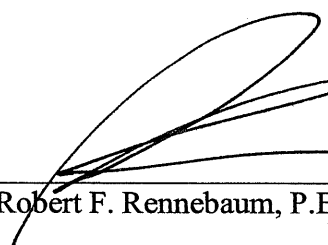
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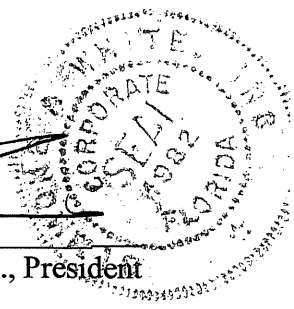
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the CONTRACT (R2017-0985) to be executed and sealed this _____ day of _____, 2019.

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

ANNUAL CONSULTANT:
Simmons & White, Inc.

BY: _____
Mack Bernard, Mayor

BY:  _____
Robert F. Rennebaum, P.E., President



SEAL

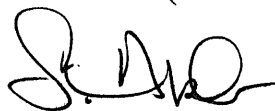
CORPORATE SEAL

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

ATTEST WITNESS:

BY: _____
(Print Name)

BY: Sarah Abercrombie
(Print Name)



(Signature)


(Signature)

BY: Daniel R Brunet
(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



SIMM&WH-01

URIBE A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2019

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 License # 0E67768 Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Annie Uribe PHONE (A/C, No, Ext): (561) 296-5966 26059		FAX (A/C, No): (561) 776-0670
	EMAIL ADDRESS: Annie.Uribe@ioausa.com		
INSURED Simmons & White, Inc 2581 Metrocentre Boulevard Suite 3 West Palm Beach, FL 33407	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Casualty Insurance Company		29424
	INSURER B: Transportation Insurance Company		20494
	INSURER C: Lloyd's		
	INSURER D:		
	INSURER E:		

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 INSD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		21SBABV7694	10/19/2018	10/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21SBABV7694	10/19/2018	10/19/2019	COMBINED SINGLE LIMIT (Per 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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			21SBABV7694	10/19/2018	10/19/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	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	N/A	5088160062	01/01/2019	01/01/2020	<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
C	Professional Liab			PGIARK04344-04	11/18/2018	11/18/2019	Per Claim 1,000,000
C	Claims Made 10/3/83			PGIARK04344-04	11/18/2018	11/18/2019	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSURED: For All Projects with Palm Beach County and Palm Beach County Engineering Roadway Production
Insured ID Numbers R2013-0405, 2014-PBC and R2017-0985
ITS Account Numbers: PLC1789 PLC1790 and PLC2840

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, Its Officers, Employees and Agents are named as Additional Insured for General Liability coverage on a Primary and Non-Contributory basis per form SS00060405 when required by written contract.

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 <i>C. Ray Dorsey</i>
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ACORD 25 (2016/03)

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February 12, 2019

Palm Beach County Engineering
Roadway Production Division
2300 N. Jog Road
Floor 3W
West Palm Beach, Florida 33411

Attention: Ms. Holly Knight

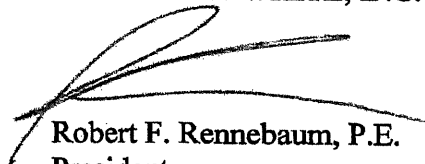
Reference: Traffic Signal Annual Continuing Services Contract

Dear Ms. Knight:

The purpose of this letter is state that Simmons & White, Inc. does not own any company/corporate vehicles. If you have any questions or require further clarification, please contact me directly.

Sincerely,

SIMMONS & WHITE, INC.



Robert F. Rennebaum, P.E.
President

RFR/sa x:/contracts/pbctrffic/2019/renewal/vehicleverification

Attachment
2

**SECOND AMENDMENT TO THE
ANNUAL TRAFFIC SIGNAL DESIGN
CONTRACT NO. R2017-1444
DATED OCTOBER 3, 2017, BY AND BETWEEN
WANTMAN GROUP, INC.,
AND PALM BEACH COUNTY**

This SECOND AMENDMENT to the Annual Traffic Signal Design Annual Engineering Services Contract dated October 3, 2017, (R2017-1444), hereinafter "CONTRACT," by and between Wantman 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 October 3, 2017, the ANNUAL CONSULTANT and COUNTY entered into a twelve month CONTRACT; and

WHEREAS, by the First Amendment (R2018-0973), the ANNUAL CONSULTANT and the COUNTY mutually agreed to amend the CONTRACT to extend the expiration date of the CONTRACT from October 2, 2018 to October 2, 2019 and to add Section 22 – Additional Reporting; 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 Second Amendment, the ANNUAL CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms and modify the Fee Schedule of the CONTRACT to the revised Fee Schedule provided by the ANNUAL CONSULTANT dated February 14, 2019, and attached hereto as **Exhibit B2**; and

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

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 October 2, 2019 to October 2, 2020.
3. The Fee Schedule in the CONTRACT is hereby modified as shown in the revised Fee Schedule provided by the ANNUAL CONSULTANT dated February 14, 2019, and attached hereto as **Exhibit B2**.
4. Section 7.1 – **Termination** is hereby deleted in its entirety and replaced with the following:

7.1 Termination

This CONTRACT may be terminated by the ANNUAL 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 ANNUAL CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the ANNUAL CONSULTANT or without cause upon ten (10) business days written notice to the ANNUAL CONSULTANT. Unless the ANNUAL CONSULTANT is in breach of this CONTRACT, the ANNUAL 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 ANNUAL 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.

5. 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.

7.8.1.2 EBO Ordinance

7.8.1.2.1 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.

7.8.1.2.2 The ANNUAL CONSULTANT must adhere to the following 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 subconsultant firms.

The ANNUAL CONSULTANT must also adhere to the Request for Proposals for the Annual Traffic Signal Design Annual Services advertised on January 15, 2017 and January 22, 2017, and the specifications set forth in ANNUAL CONSULTANT's response, which are both incorporated herein by reference. Failure to comply with this Section 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 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.

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

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

6. **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 performing the work for at least four (4) 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 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.

7. **Section 9 – Criminal History Records Check** is hereby deleted in its entirety and replaced with the following:

Section 9 – Criminal History Records Check

The ANNUAL CONSULTANT, ANNUAL CONSULTANT'S employees, subcontractors of ANNUAL 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 R-2003-1274, as amended. The ANNUAL CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the ANNUAL 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 Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the ANNUAL CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The ANNUAL 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 ANNUAL CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the ANNUAL CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the ANNUAL CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the ANNUAL CONSULTANT if the ANNUAL 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 ANNUAL 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.

8. **Section 12 – NonDiscrimination** is hereby deleted in its entirety and replaced with the following:

Section 12 – Non-discrimination

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.

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.

9. **Section 20 – Scrutinized Companies** is hereby deleted in its entirety and replaced with the following:

Section 20 – Scrutinized Companies

As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the ANNUAL CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

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

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

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

Section 23 – VSS Registration Required

In order to do business with Palm Beach County, ANNUAL CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If ANNUAL CONSULTANT intends to use sub-consultants, ANNUAL 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 ANNUAL CONSULTANT and all of its sub-consultants are registered in VSS.

11. It is the intent of the Parties hereto that this Second Amendment shall not become binding until the date executed by the COUNTY.
12. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the CONTRACT, as amended on July 10, 2018 (R2018-0973), shall remain in full force and effect.


IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the CONTRACT (R2017-1444) to be executed and sealed this _____ day of _____, 2019.

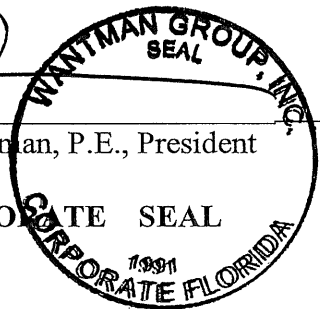
OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida
BOARD OF COUNTY COMMISSIONERS

ANNUAL CONSULTANT:
Wantman Group, Inc.

BY: _____
Mack Bernard, Mayor

SEAL

BY:  _____
David Wantman, P.E., President

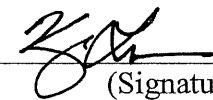


ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:

BY: KEELAN LARSON
(Print Name)

BY: _____
(Print Name)

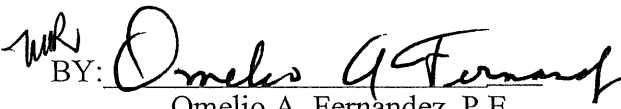
 _____
(Signature)

(Signature)

BY: Glenna Jones
(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

PALM BEACH COUNTY ANNUAL TRAFFIC SIGNALS PROJECT

Task Order Basis - Fee Schedule

October 3, 2019 - October 2, 2020

February 14, 2019

Exhibit B2

Keegan Larson
 Wantman Group, Inc
 2035 Vista Parkway
 West Palm Beach, FL 33411
 P: (561) 687-2220
 F: (561) 687-1110
keegan.larson@wginc.com

*Rates OK
 HL*

Fee Schedule		
	Raw Rate	Burdened Rate
Principal Engineer	\$ 72.15	\$ 216.45
Senior Engineer	\$ 67.80	\$ 203.40
Project Engineer	\$ 45.00	\$ 135.00
Engineer Intern	\$ 35.43	\$ 106.29
Project Manager	\$ 56.00	\$ 168.00
Senior Professional Surveyor	\$ 46.08	\$ 138.24
Survey Technician	\$ 35.00	\$ 105.00
Three person SUE Field Crew	\$ 66.18	\$ 198.54

Multiplier:	Salary	1.00
	Overhead & Fringe	2.10
		<hr/> 3.10
	Profit 10%	0.31
	Total	<hr/> 3.41

Maximum Allowed ✓ 3.00

Client#: 25411

WANTGROU

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/12/2019

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: Greyling Ins. Brokerage/EPIC, 3780 Mansell Road, Suite 370, Alpharetta, GA 30022. CONTACT NAME: Katie Kresner, PHONE: 770.552.4225, FAX: 866.550.4082, E-MAIL: Katie.Kresner@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Union Fire Ins. Co. (NAIC # 19445), INSURER B: The Continental Insurance Company (35289), INSURER C: New Hampshire Ins. Co. (23841), INSURER D: Lexington Insurance Company (19437), INSURER E: , INSURER F: .

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 INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (4613985), A AUTOMOBILE LIABILITY (9775972), B UMBRELLA LIAB (6049958687), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (11569886), D Professional Liab Incl Pollution Liability (027015040).

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; ITS Account Number PLC1800. Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees & 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. Waiver of Subrogation is applicable where required by written contract & allowed by law. Retroactive Date 7/1/1991. Professional Liability Deductible \$50,000.

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: [Signature]

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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 Echagarra	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. Pelzold	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
Amaldo 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.

¹Signature Authority applies to FDOT contracts only.