

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
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

Budget Account No:
Various

Recommended Sources of Funds/Summary of Fiscal Impact:

	Prior Allocated	Encumbered/ Expended	New Allocation	Total Available
Engineering	\$ 4,926,000	< 3,786,613 >	1,100,000	\$ 2,239,387
Airports	\$ 70,000	0	0	\$ 70,000
Parks & Recreation	\$ 4,000	0	40,000	\$ 44,000
Total	\$ 5,000,000	< 3,786,613 >	1,140,000	\$ 2,353,387

Allocations to the various departments are a not to exceed amount and can be expended from various lines for various projects where budget is available. Work will be performed on a task order basis.

C. Departmental Fiscal Review: Alicia Kovalainen

III. REVIEW COMMENTS

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

[Signature] 10/22/19
 OFMB 10/21
 [Signature] 10/22
 Contract Dev. and Control 10/24/19 TW

B. Approved as to Form and Legal Sufficiency:

[Signature] 10/28/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AMENDMENT NO. 2 TO THE
ANNUAL PAVEMENT MARKING CONSTRUCTION CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND SOUTHWIDE INDUSTRIES, INC.**

This Amendment No. 2 to the Annual Pavement Marking Construction Contract (R2017-1656), dated November 7, 2017, (ANNUAL CONTRACT), is made and entered into the _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and Southwide Industries, Inc. (CONTRACTOR) (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into the ANNUAL CONTRACT on November 7, 2017 (R2017-1656), as amended on October 16, 2018 (R2018-1536); and

WHEREAS, Amendment No. 1 to the ANNUAL CONTRACT (R2018-1536) extended the expiration date and added reporting language regarding the county of residency of the employees that work for the firms that are awarded contracts funded by the infrastructure sales tax; and

WHEREAS, the ANNUAL 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 County; and

WHEREAS, by this Amendment No. 2, the CONTRACTOR and the COUNTY mutually agree to amend the ANNUAL CONTRACT, as provided herein.

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 ANNUAL CONTRACT is hereby amended to extend the expiration date of the ANNUAL CONTRACT from November 6, 2019 to November 6, 2020.
3. The ANNUAL CONTRACT is hereby amended to increase the amount by \$1,140,000, from \$5,000,000 to \$6,140,000.
4. The **Nondiscrimination** section on page **ITB-1** of the ANNUAL CONTRACT is hereby deleted in its entirety and replaced with the following:

COMMERCIAL 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 Contractor warrants and represent 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.

The Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy described in Resolution 2017-1770, as amended. As part of such compliance, the Contractor 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 Contractor retaliate against any person for reporting instances of such discrimination. The Contractor 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 Contractor understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Contractor 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.

All subcontractor agreements shall include this commercial non-discrimination clause.

5. The **Maintenance of Payroll Records** section and the **Reporting Payroll** section on page LW-1 of the ANNUAL CONTRACT are hereby deleted in their entirety and replaced with the following:

Maintenance of Payroll Records

Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of four (4) years, after Project completion date, or such longer time as may be required in other provisions of this Contract. The records shall contain:

1. Each employee's name and address;

2. Each employee's job title and classification;
3. The number of hours worked each day by each employee;
4. The gross wages and deductions made for each employee; and
5. Annual wages paid to each employee.

Reporting Payroll

Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior four (4) year period, or such longer time as may be required in other provisions of this Contract.

6. The **Local Government Prompt Payment Act** section on pages **SP-8** and **SP-9** of the ANNUAL CONTRACT is hereby deleted in its entirety and replaced with the following:

Local Government Prompt Payment Act:

In accordance with the Local Government Prompt Payment Act (F.S. 218.70, et seq), the Contractor is hereby notified of the following:

The Contractor will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the Department. For a pay request to be deemed acceptable, the Contractor must provide the following:

Pay Request No. 1

- OEBO Schedule 3
- Certification of Compliance with the Living Wage Ordinance

Pay Request No. 2 and all others following, but not including the Final

- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Certification of Compliance with the Living Wage Ordinance

Final Pay Request

- OEBO Schedule 3
- OEBO Schedule 4

- Disbursement of Previous Periodic Payments to Subcontractors
- Disbursement of Final Payment to Subcontractors
- Form 1
- Form 2 including Bonding Affidavit
- Record of Construction Materials Affidavit
- Certification of Compliance with the Living Wage Ordinance
- Equal Business Opportunity (EBO) Final Participation Form
- Release and Concurrence of Final Payment Amount
- Form of Guarantee

A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. The Punch List shall be developed as the result of a joint inspection of the Work, conducted within 30 Calendar Days after reaching substantial completion, by the Contractor, together with the Department, with all unsatisfactory Work listed on the Punch List. The Punch List shall be provided to the Contractor within 5 Working Days of the joint inspection.

If the pay request and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Department's instructions. Otherwise, the Contractor shall prepare and submit to Department an invoice in accordance with the estimate, as approved. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and the Department, Contractor shall, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In place of the County Engineer, the Deputy County Engineer may conduct the meeting and review. Such meeting and review shall occur within forty-five (45) Working Days of receipt by the Department of Contractor's written demand. The County Engineer, or Deputy County Engineer, shall issue a written decision on the dispute within fifteen (15) Working Days of such meeting. This decision shall be deemed the Department's final decision for the purposes of the Local Government Prompt Payment Act.

Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the Contractor's receipt of payment from the Department, pursuant to Section 218.70 et seq., Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

7. The following **VSS Registration Required** paragraph is hereby added to the Instructions to Bidders section of the ANNUAL CONTRACT:

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

8. The first paragraph on **Proposal Form page P-4A** is hereby deleted in its entirety and replaced with the following:

The Contractor acknowledges that Addenda 1 thru 2 have been received and that related costs are reflected in the submitted bid. Contractor has committed to goal of 100% SBE participation as set forth on the Schedule 1 and Schedule 2 that are completed and submitted by Contractor. Contractor shall comply with said goal if awarded the Contract.

The Contractor hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the Contractor has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County’s Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer 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, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County’s relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the Contractor for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the Contractor shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Contractor discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including

any remedial action taken. As a condition of submitting a proposal to the County, the Contractor agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

The Contractor further agrees to perform all necessary force account Work, as provided for in the General Provisions, and to execute the Contract and return to the County, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

9. **Section 3-8 Audit of Contractor's Records** of the **General Provisions** of the ANNUAL CONTRACT is hereby added as follows:

3-8 Audit of Contractor's Records DELETE AND INSERT THE FOLLOWING:

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to the project. The Department or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-13. The Department may also require submittal of the records from either the Contractor or any subcontractor or material supplier. As the Department deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work. Retain all records pertaining to the Contract for a period of not less than four years from the date of the Engineer's final acceptance of the project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the Department or its representative(s). For the purpose of this Article, records include but are not limited to all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the provisions of the Contract Documents. If the Contractor fails to comply with these requirements, the Department may disqualify or suspend the Contractor from bidding on or working as a subcontractor on future Contracts. Ensure that the subcontractors provide access to their records pertaining to the project upon request by the Department. Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

10. It is the intent of the Parties hereto that this Amendment No. 2 shall not become binding until the date executed by the COUNTY.
11. Except as hereby amended, changed or modified, all other provisions of the ANNUAL CONTRACT shall remain in full force and effect.

IN WITNESS WHEREOF, Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 2 pursuant to the ANNUAL CONTRACT, as amended, on behalf of the COUNTY and CONTRACTOR, has hereunto set its hand the day and year above written.

OWNER:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

BY: _____
Mack Bernard, Mayor

S E A L

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
(Deputy Clerk)

**APPROVED AS TO TERMS
AND CONDITIONS:**

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

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

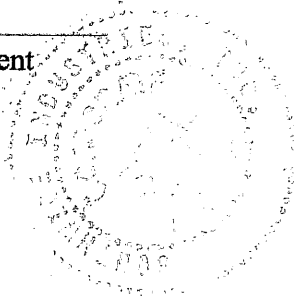
BY: YBH/TEL *YB Herman*
Yelizaveta B. Herman,
Assistant County Attorney

CONTRACTOR:

Southwide Industries, Inc.

BY: *[Signature]*
John Biermann, President

CORPORATE SEAL



ATTEST WITNESS:

BY: *Jennifer Gingras*
(Print Name)

Jennifer Gingras
(Signature)

BY: *Jonathan P. Kusano*
(Print Name)

[Signature]
(Signature)

For reference only:
Current COI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2019

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 Lockton Companies for CoAdvantage 444 West 47th Street #900 Kansas City, MO 64112	CONTACT NAME: PHONE (A/C, No, Ext): (866) 854-5423 FAX (A/C, No): E-MAIL ADDRESS: coi@coadvantage.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED CoAdvantage Corporation Alt. Emp: Southwide Industries, Inc 3350 Buschwood Park Drive #200 Tampa, FL 33618		NAIC # 40142

COVERAGES CERTIFICATE NUMBER: 19FL090907472 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 SUBR INSD 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"/> PRO-JECT <input type="checkbox"/> LOC 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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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 DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	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	WC 56-11-942-05	04/01/2019	04/01/2020	<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
Location Coverage Period:				04/01/2019	04/01/2020	Client# 19755-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those co-employees of, but not subcontractors to:
Southwide Industries, Inc
4357 Okeechobee Blvd. Ste C-6
West Palm Beach, FL 33409

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Palm Beach County Engineering & Public Works 2300 N. Jog Road West Palm Beach, FL 33411	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2019

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PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Wanda Torres PHONE (A/C, No, Ext): (954) 943-5050 E-MAIL ADDRESS: wanda@furmaninsurance.com	FAX (A/C, No): (954) 942-6310
	INSURER(S) AFFORDING COVERAGE	
INSURED Southwide Industries, Inc. 4357 Okeechobee Blvd. Suite C4 West Palm Beach FL 33409	INSURER A: Everest National Insurance Company INSURER B: Endurance American Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
	NAIC # 10120	

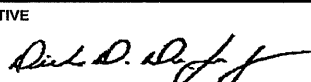
COVERAGES **CERTIFICATE NUMBER:** 19/20 **REVISION NUMBER:**

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$5MIL CAP			CF3GL00025-191	08/18/2019	08/18/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CF3CA00031-191	08/18/2019	08/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Physical Damage \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELD30001220700	08/18/2019	08/18/2020	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							Excess over GL only \$
	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				PER STATUTE OTH-ER
							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)

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County <u>c/o</u> Palm Beach County Engineering & Public Works 2300 N. Jog Road West Palm Beach FL 33411	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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Office of Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



Palm Beach County Board of County Commissioners

- Mack Bernard, Mayor
- Dave Kerner, Vice Mayor
- Hal R. Valeche
- Gregg K. Weiss
- Robert S. Weinroth
- Mary Lou Berger
- Melissa McKinlay

County Administrator

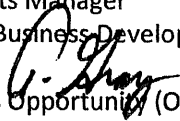
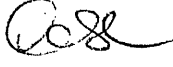
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

MEMORANDUM

DATE: April 1, 2019
REVISED: July 1, 2019 (to provide new format for renewals)
TO: Holly B. Knight, Contracts Manager
FROM: Angela D. Smith, Small Business Development Specialist II
 Allen F. Gray, Manager
 Office of Equal Business Opportunity (OEBO)
DEPT.: Engineering and Public Works
SUBJECT: 2017054 Annual Pavement Marking - Renewal

On February 1, 2019, a request for the construction renewal of 2017054-Annual Pavement Marking was submitted to OEBO for review prior to Goal Setting. This contract has an estimated value of \$5,000,000 and is for roadway pavement marking on a work task order basis throughout the County. The contract is on its second of two possible renewals.

Based upon an analysis of the S/M/WBE data available on the date of review, the current utilization on the contract as compared to the availability, and the applicable historical utilization, the OEBO hereby **APPROVES** the renewal of the contract under its current terms because [check one]:

- [X] the current S/M/WBE utilization of the SBE vendors vendors on the contract is satisfactory based upon the availability of S/M/WBEs certified to perform the work.
- [] the extraordinary and necessary requirements of the contract render application of an API infeasible or impractical.
- [] the nature of the goods or services being procured are excluded from the scope of the EBO Program.
- [] sufficient qualified S/M/WBEs providing the goods or services required by the contract are unavailable in Palm Beach County despite every reasonable effort to locate them.
- [] Other.

At the next renewal date, you are required to submit updated information to determine if the Project will be subject to the EBO Program's requirements based upon the relevant information available at that time.