

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	April 6, 2021	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	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) Amendment No. 2 to the annual civil engineering professional services contract R2019-0714 dated June 4, 2019 with Baxter & Woodman, Inc. (BWI), to extend the contract expiration date from June 3, 2021 to June 3, 2022, modify the fee schedule, and allow for other amendments to the contract;
- B) Amendment No. 2 to the annual civil engineering professional services contract R2019-0715 dated June 4, 2019 with Civil Design, Inc. (CDI), to extend the contract expiration date from June 3, 2021 to June 3, 2022, modify the fee schedule, and allow for other amendments to the contract;
- C) Amendment No. 2 to the annual civil engineering professional services contract R2019-0716 dated June 4, 2019 with Keshavarz & Associates, Inc. (KAI), to extend the contract expiration date from June 3, 2021 to June 3, 2022, modify the fee schedule, and allow for other amendments to the contract; and
- D) Amendment No. 2 to the annual civil engineering professional services contract R2019-0717 dated June 4, 2019 with Mock, Roos & Associates, Inc. (MRA), to extend the contract expiration date from June 3, 2021 to June 3, 2022, and allow for other amendments to the contract.

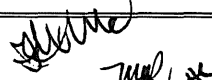

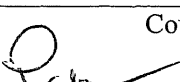
SUMMARY: Approval of these amendments will extend the expiration dates of the contracts from June 3, 2021 to June 3, 2022, add Section 25 – Counterparts, and add Section 26 – E-Verify – Employment Eligibility. Approval of the second amendments with BWI, CDI and KAI will also adjust their hourly rates as allowed in the original contracts. On September 23, 2020, the Office of Equal Business Opportunity approved renewing the contracts under their current terms which includes a 20% minimum mandatory Small Business Enterprise (SBE) Affirmative Procurement Initiative because the current Small Minority Women Business Enterprise (S/M/WBE) utilization under the contracts is satisfactory based upon the availability of S/M/WBEs certified to perform the work. BWI, CDI, KAI and MRA contractually agreed to 20% SBE participation as part of the first amendment. Tasks in the amount of \$312,397 have been authorized for BWI and they are surpassing their commitment with 27.2% SBE participation. Tasks in the amount of \$942,583 have been authorized for CDI and they are surpassing their commitment with 98.8% SBE participation. Tasks in the amount of \$194,052 have been authorized for KAI and they are surpassing their commitment with 98.9% SBE participation. Tasks in the amount of \$414,312 have been authorized for MRA and they are surpassing their commitment with 36.1% SBE participation. BWI, CDI, KAI, and MRA are all Palm Beach County (County) based companies. CDI is a certified S/M/WBE and KAI is a certified S/MBE. Countywide (YBH)

Background and Justification:

(Continued on page 3)

Attachments:

1. Amendment No. 2 with BWI with Exhibit B2 and Ebix Insurance Compliance (2)
2. Amendment No. 2 with CDI with Exhibit B2 and Ebix Insurance Compliance (2)
3. Amendment No. 2 with KAI with Exhibit B2 and Ebix Insurance Compliance (2)
4. Amendment No. 2 with MRA and Ebix Insurance Compliance (2)
5. OEBO Letter dated September 23, 2020

Recommended by:  YBH/TEL	 County Engineer	3/26/21 Date
Approved By: 	Assistant County Administrator	3/3/21 Date

Background and Justification: (Continued from page 1)

In accordance with the Board of County Commissioners (BCC) adopted procedures pursuant to Section 287.055, Florida Statutes, Consultants Competitive Negotiations Act, BWI, CDI, KAI and MRA were selected to provide professional services required for civil engineering throughout the County. It is the consensus of the user departments to retain BWI, CDI, KAI and MRA to provide professional services for up-coming County civil engineering projects. These second amendments to the contracts have been reviewed with BWI, CDI, KAI and MRA and the Engineering Department recommends BCC approval to maintain continuity of these professional services required by the County for an additional year.

Attachment 1

**AMENDMENT NO. 2 TO THE
ANNUAL CIVIL ENGINEERING PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND BAXTER & WOODMAN, INC.**

This Amendment No. 2 to the Annual Civil Engineering Professional Services Contract (R2019-0714), dated June 4, 2019, (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 Baxter & Woodman, Inc. (CONSULTANT) whose Federal ID is 36-2845242 (individually Party and collectively Parties).

W I T N E S S E T H

WHEREAS, the COUNTY and CONSULTANT entered into the ANNUAL CONTRACT on June 4, 2019 (R2019-0714), as amended on May 5, 2020 (R2020-0399); and

WHEREAS, on June 4, 2019, the COUNTY entered into the ANNUAL CONTRACT with the CONSULTANT as Baxter & Woodman, Inc. d/b/a Mathews Consulting, Inc. (R2019-0714); and

WHEREAS, the CONSULTANT filed with the State of Florida on December 16, 2019, to remove “d/b/a Mathews Consulting, Inc.” from its name; and

WHEREAS, Amendment No. 1 to the ANNUAL CONTRACT (R2020-0399) dated May 5, 2020, extended the expiration date of the ANNUAL CONTRACT from June 3, 2020 to June 3, 2021; deleted Section 7.8 – Subcontracting, in its entirety and replaced it with revised Section 7.8 – Subcontracting; deleted Section 9 – Criminal History Records Check, in its entirety and replaced it with revised Section 9 – Criminal History Records Check; and added Section 24 – VSS Registration Required; 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, the original ANNUAL CONTRACT provides that the rates may be adjusted by negotiation; and

WHEREAS, by this Amendment No. 2, the CONSULTANT 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:

The above recitations are true and correct and incorporated herein.

1. The ANNUAL CONTRACT is hereby amended to extend the expiration date of the ANNUAL CONTRACT from June 3, 2021 to June 3, 2022.
2. Exhibit B of the ANNUAL CONTRACT, is hereby deleted in its entirety and replaced with **Exhibit B2**, dated December 14, 2020, and attached hereto and incorporated herein.
3. Section 25 Counterparts is hereby added as follows:

Section 25 - COUNTERPARTS

This ANNUAL CONTRACT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same ANNUAL CONTRACT. The COUNTY may execute the CONTRACT through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

4. Section 26 E-Verify – Employment Eligibility is hereby added as follows:

Section 26 – E-VERIFY – EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (e-verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this ANNUAL CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this ANNUAL CONTRACT which requires a longer retention period.

COUNTY shall terminate this ANNUAL CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this ANNUAL CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this ANNUAL CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.


It is the intent of the parties hereto that this Amendment No. 2 shall not become binding until the date executed by the COUNTY.

Except as hereby amended, changed or modified, all other provisions of the ANNUAL CONTRACT, as amended, shall remain in full force and effect.

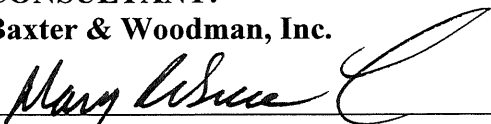
REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

OWNER:
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Morton L. Rose, P.E.
Director of Roadway Production

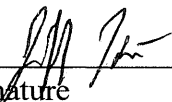
CONSULTANT:
Baxter & Woodman, Inc.


Mary Rebecca Travis, P.E., Vice President

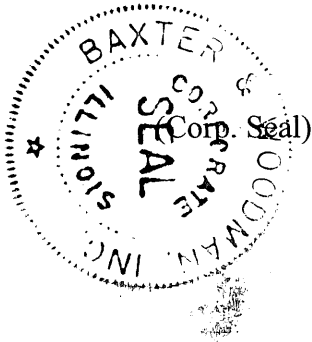
ATTEST WITNESS:


Signature

Courtney Marshall
Name (type or print)


Signature

Jeffrey Hiscock
Name (type or print)



{SIGNATURE PAGES CONTINUED}

ATTEST:
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

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

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By: **YBH** _____
Yelizaveta B. Herman
Assistant County Attorney



Exhibit B2

477 S. Rosemary Avenue, Suite 330, West Palm Beach, FL 33401 • baxterwoodman.com

**ANNUAL CIVIL ENGINEERING SERVICES
ON A WORK TASK ORDER BASIS
PALM BEACH COUNTY**

*Rates OK
TK*

**BAXTER & WOODMAN, INC.
HOURLY LABOR RATE SCHEDULE
Fee Schedule from June 4, 2021 to June 3, 2022**

Personnel Category	Raw Rate	Multiplier	Hourly Rate
Principal Engineer	70.45	2.85	\$200.78
Project Manager	65.05	2.85	\$185.39
Sr. Project Engineer	60.70	2.85	\$173.00
Project Engineer	45.17	2.85	\$128.73
Engineer Intern	31.93	2.85	\$91.00
Cadd Technician	29.86	2.85	\$85.10

Multiplier Calculation

Salary.....	1.00
Fringe Benefits	0.79
Total Overhead	0.73
Subtotal	2.52
Profit at 13%	0.33
TOTAL	2.85

CERTIFICATION

The above is true and correct to the best of my knowledge.

Rebecca Travis, Executive Vice President
Baxter & Woodman, Inc.

December 14, 2020
Date

Search

Insured Name

Baxter & Woodman Inc. (DX00000501)

Baxter & Woodman Inc. (DX00000501)

Ebix Insurance Compliance

Insured

Name: Baxter & Woodman Inc.

Account Number: DX00000501

Address:

Status: Currently in Compliance.

Insured Tasks Admin Tools

- View
- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen
- Add
- Edit
- Help
- Video Tutorials

Insured

Account Information

Account Number: DX00000501

Risk Type: Standard - Professional Services

Do Not Call: Address Updated:

Address Information

Mailing Address Physical Address

Insured: Baxter & Woodman Inc.

Address 1:

Address 2:

City:

State:

Zip:

Country:

Contract Information

Contract Number:

Contract Start Date: Contract End Date:

Contract Effective Date: Contract Expiration Date:

Description of Services: Civil Engineering Annual Services on a Work Task Order Basis Safety Form II: No

Contact Information

Contact Name: Rebecca Travis Misc:

Phone Number: 5616556175 Alt Phone Number:

Fax Number:

E-Mail Address: rtravis@baxter.woodman.com

Approval Date:

Rush: No

Contract on File: No

Certificate Received: No

Indemnification Agreement: No

Tax Id:

This Account created by c28 on 02/19/2020.

Attachment 2

**AMENDMENT NO. 2 TO THE
ANNUAL CIVIL ENGINEERING PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND CIVIL DESIGN, INC.**

This Amendment No. 2 to the Annual Civil Engineering Professional Services Contract (R2019-0715), dated June 4, 2019, (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 Civil Design, Inc. (CONSULTANT) whose Federal ID is 56-2355181 (individually Party and collectively Parties).

W I T N E S S E T H

WHEREAS, the COUNTY and CONSULTANT entered into the ANNUAL CONTRACT on June 4, 2019 (R2019-0715), as amended on May 5, 2020 (R2020-0400); and

WHEREAS, Amendment No. 1 to the ANNUAL CONTRACT (R2020-0400) dated May 5, 2020, extended the expiration date of the ANNUAL CONTRACT from June 3, 2020 to June 3, 2021; deleted Section 7.8 – Subcontracting, in its entirety and replaced it with revised Section 7.8 – Subcontracting; deleted Section 9 – Criminal History Records Check, in its entirety and replaced it with revised Section 9 – Criminal History Records Check; and added Section 24 – VSS Registration Required and update the fee schedule; 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, the original ANNUAL CONTRACT provides that the rates may be adjusted by negotiation; and

WHEREAS, by this Amendment No. 2, the CONSULTANT 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:

The above recitations are true and correct and incorporated herein.

1. The ANNUAL CONTRACT is hereby amended to extend the expiration date of the ANNUAL CONTRACT from June 3, 2021 to June 3, 2022.
2. Exhibit B1 of the ANNUAL CONTRACT, is hereby deleted in its entirety and replaced with **Exhibit B2**, dated December 8, 2020, and attached hereto and incorporated herein.
3. Section 25 Counterparts is hereby added as follows:

Section 25 - COUNTERPARTS

This ANNUAL CONTRACT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same ANNUAL CONTRACT. The COUNTY may execute the CONTRACT through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

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It is the intent of the parties hereto that this Amendment No. 2 shall not become binding until the date executed by the COUNTY.

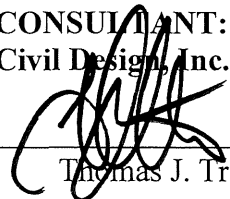
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OWNER:
APPROVED AS TO TERMS
AND CONDITIONS

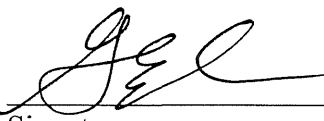
By: 
Morton L. Rose, P.E.
Director of Roadway Production

CONSULTANT:
Civil Design, Inc.

Thomas J. Trompeter, P.E., President

(Corp. Seal)

ATTEST WITNESS:

Signature

Denise A. Bas-Arzuaga, CEO
Name (type or print)


Signature

Gabriel D. Burden, Vice President
Name (type or print)

{SIGNATURE PAGES CONTINUED}

ATTEST:
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: **YBH** _____
Yelizaveta B. Herman
Assistant County Attorney

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

By: _____
Dave Kerner, Mayor

(Seal)



Exhibit B2

**CIVIL ENGINEERING ANNUAL SERVICES ON A WORK ORDER TASK BASIS
 CIVIL DESIGN, INC.
 "FEE SCHEDULE FROM 6/4/2021 TO 6/3/2022"**

*Rates OK
HK*

HOURLY RATES:

<u>Personnel Classification</u>	<u>Hourly Pay (3% increase)</u>	<u>Multiplier</u>	<u>Rate</u>
1. Principal Engineer	\$71.41	3.00	\$214.23
2. Senior Engineer	\$56.10	3.00	\$168.30
3. Project Engineer	\$45.91	3.00	\$137.73
4. Engineer Intern	\$33.16	3.00	\$99.48
5. CADD Technician	\$30.77	3.00	\$92.31

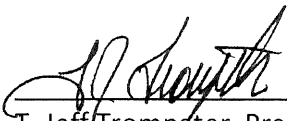
MULTIPLIER CALCULATIONS:

Salary	1.00
Fringe Benefits	0.53
Overhead	<u>1.27</u>
Subtotal	2.80
Profit @ 12%	<u>0.34</u>
TOTAL	3.14

MAXIMUM ALLOWABLE MULTIPLIER 3.00

CERTIFICATION:

The above is true and correct to the best of my knowledge.


 T. Jeff Trompeter, President

December 8, 2020
 Date

EBIX Insurance Compliance

Insured Name

Civil Design Inc. (DX00000502)

Civil Design Inc. (DX00000502)

Active Records Only

Insured

Name: Civil Design Inc.

Account Number: DX00000502

Address:

Status: Currently in Compliance.

Insured Tasks Admin Tools

- View ▼
- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen
- Add ▼
- Edit ▼
- Help ▼
- Video Tutorials ▼

Insured

Account Information

Account Number: DX00000502

Risk Type: Standard - Professional Services

Do Not Call:

Address Updated:

Address Information

Mailing Address Physical Address

Insured: Civil Design Inc.

Address 1:

Address 2:

City:

State:

Zip:

Country:

Contract Information

Contract Number:

Contract Start Date: Contract End Date:

Contract Effective Date: Contract Expiration Date:

Description of Services: Civil Engineering Annual Services on a Work Task Order Basis Safety Form II: No

Contact Information

Contact Name: T. Jeff Trompeter Misc:

Phone Number: 5616595760 Alt Phone Number:

Fax Number:

E-Mail Address: jtrompeter@civil-design.com

Approval Date:

Rush: No

Contract on File: No

Certificate Received: No

Indemnification Agreement: No

Tax Id:

This Account created by c28 on 02/19/2020.

Attachment 3

**AMENDMENT NO. 2 TO THE
ANNUAL CIVIL ENGINEERING PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND KESHAVARZ & ASSOCIATES, INC.**

This Amendment No. 2 to the Annual Civil Engineering Professional Services Contract (R2019-0716), dated June 4, 2019, (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 Keshavarz & Associates, Inc. (CONSULTANT) whose Federal ID is 65-0012481 (individually Party and collectively Parties).

W I T N E S S E T H

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APPROVED AS TO TERMS
AND CONDITIONS

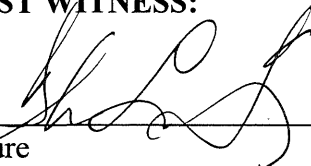
By: 
Morton L. Rose, P.E.
Director of Roadway Production

CONSULTANT:
Keshavarz & Associates, Inc.


Mark A. Williams, P.E., Sr. Vice President

(Corp. Seal)

ATTEST WITNESS:


Signature

Deborah L. Fulgenzi
Name (type or print)


Signature

Leidy Carolina Zuluaga
Name (type or print)

{SIGNATURE PAGES CONTINUED}

ATTEST:
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

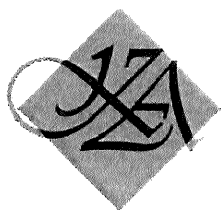
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By: **YBH** _____
Yelizaveta B. Herman
Assistant County Attorney

December 15, 2020

EXHIBIT B2



KESHAVARZ
— & ASSOCIATES —

Rates OK
AK

Fee Schedule
Civil Engineering Annual Services on a Work Task Order Basis
Palm Beach County

Fee Schedule from
6/4/2021 – 6/3/2022

<u>PERSONNEL CLASSIFICATION</u>	<u>Raw Rate</u>	<u>Multiplier</u>	<u>Loaded Rate</u>
PRINCIPAL ENGINEER	72.49	3.00	\$217.47
PROJECT MANAGER/SENIOR ENGINEER	68.95	3.00	\$206.85
PROJECT ENGINEER	49.54	3.00	\$148.62
CADD DESIGNER/TECHNICIAN	32.89	3.00	\$ 98.67
CHIEF SURVEYOR	53.05	3.00	\$159.15
SURVEYOR / MAPPER	49.73	3.00	\$149.19
SURVEY CREW (2 MAN)	48.80	3.00	\$146.40

OUR SUBCONTRACTORS SHALL BE:

- Environmental Quality, Inc. – Environmental Studies, Audit/Site Investigation
- Pinder Troutman Consultants (PTC) – Traffic Operation Studies
- Radise International – Geological / Geophysical Studies
- Stephen L. Boruff, AIA - Architecture
- Engineered Design Services (EDS) – Institutional Electrical and Structural Engineering
- Hillers Electrical Engineering, Inc. – Recreational Facilities Electrical Engineering
- Alan Gerwig & Associates, Inc. – Recreational Facilities Structure Engineering

MULTIPLIER CALCULATIONS:

DIRECT LABOR	1.00	
OVERHEAD / FRINGE BENEFITS	<u>1.79</u>	
SUBTOTAL	2.79	
MARKUP @ 10%	<u>0.28</u>	
TOTAL	3.07	CAPPED AT 3.00

Ebix Insurance Compliance

Insured Name

eshavarz & Associates Inc. ()

Keshavarz & Associates Inc.

Active Records Only

Insured

Name: Keshavarz & Associates Inc.

Account Number: DX00000503

Address:

Status: Currently in Compliance.

Insured Tasks Admin Tools

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen
- Add**
- Edit**
- Help**
- Video Tutorials**

Insured

Account Information

Account Number: DX00000503

Risk Type: Standard - Professional Services

Do Not Call: Address Updated:

Address Information

Mailing Address: Physical Address:

Insured: Keshavarz & Associates Inc.

Address 1:

Address 2:

City:

State:

Zip:

Country:

Contract Information

Contract Number:

Contract Start Date: Contract End Date:

Contract Effective Date: Contract Expiration Date:

Description of Services: Civil Engineering Annual Services on a Work Task Order Basis Safety Form II: No

Contact Information

Contact Name: Deborah Fulgenzi Misc:

Phone Number: 5616898600 Alt Phone Number:

Fax Number:

E-Mail Address: deborah@keshavarz.com

Approval Date:

Rush: No

Contract on File: No

Certificate Received: No

Indemnification Agreement: No

Tax Id:

This Account created by 394 on 02/19/2020.

Attachment 4

**AMENDMENT NO. 2 TO THE
ANNUAL CIVIL ENGINEERING PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND MOCK, ROOS & ASSOCIATES, INC.**

This Amendment No. 2 to the Annual Civil Engineering Professional Services Contract (R2019-0717), dated June 4, 2019, (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 Mock, Roos & Associates, Inc. (CONSULTANT) whose Federal ID is 59-0878800 (individually Party and collectively Parties).

W I T N E S S E T H

WHEREAS, the COUNTY and CONSULTANT entered into the ANNUAL CONTRACT on June 4, 2019 (R2019-0717), as amended on May 5, 2020 (R2020-0402); and

WHEREAS, Amendment No. 1 to the ANNUAL CONTRACT (R2020-0402) dated May 5, 2020, extended the expiration date of the ANNUAL CONTRACT from June 3, 2020 to June 3, 2021; deleted Section 7.8 – Subcontracting, in its entirety and replaced it with revised Section 7.8 – Subcontracting; deleted Section 9 – Criminal History Records Check, in its entirety and replaced it with revised Section 9 – Criminal History Records Check; and added Section 24 – VSS Registration Required; 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 CONSULTANT 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:

The above recitations are true and correct and incorporated herein.

1. The ANNUAL CONTRACT is hereby amended to extend the expiration date of the ANNUAL CONTRACT from June 3, 2021 to June 3, 2022.

2. Section 25 Counterparts is hereby added as follows:

Section 25 - COUNTERPARTS

This ANNUAL CONTRACT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same ANNUAL CONTRACT. The COUNTY may execute the CONTRACT through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

3. Section 26 E-Verify – Employment Eligibility is hereby added as follows:

Section 26 – E-VERIFY – EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (e-verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this ANNUAL CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this ANNUAL CONTRACT which requires a longer retention period.

COUNTY shall terminate this ANNUAL CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this ANNUAL CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this ANNUAL CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

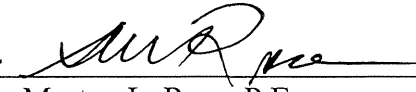
It is the intent of the parties hereto that this Amendment No. 2 shall not become binding until the date executed by the COUNTY.

Except as hereby amended, changed or modified, all other provisions of the ANNUAL CONTRACT, as amended, shall remain in full force and effect.

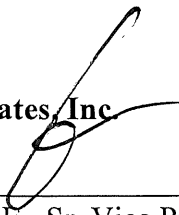
REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

OWNER:
APPROVED AS TO TERMS
AND CONDITIONS

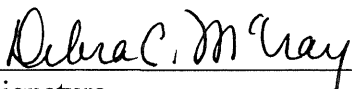
By: 
Morton L. Rose, P.E.
Director of Roadway Production

CONSULTANT:
Mock, Roos & Associates, Inc.

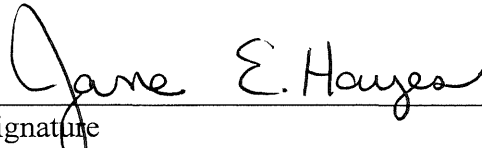

Garrytt G. Gruber, P.E., Sr. Vice President

(Corp. Seal)

ATTEST WITNESS:


Signature

Debra C. McKay
Name (type or print)


Signature

Jane E. Hayes
Name (type or print)

{SIGNATURE PAGES CONTINUED}

ATTEST:
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: YBH
Yelizaveta B. Herman
Assistant County Attorney

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

By: _____
Dave Kerner, Mayor

(Seal)

EBIX Insurance Compliance

Insured Name
Mock, Roos & Associates, Inc.

Mock, Roos & Associates, Inc.

Active Records Only
Advance Search

Insured
Name: Mock, Roos & Associates, Inc.
Account Number: DX00000504
Address:
Status: Currently in Compliance.

Insured Tasks Admin Tools

- View
 - Insured
 - Notes
 - History
 - Deficiencies
 - Coverages
 - Requirements
 - Contract Screen
- Add
- Edit
- Help
- Video Tutorials

Insured

Business Unit(s) DBA Number Print Insured Info Print Compliance Report

Account Information

Account Number: DX00000504
Risk Type: Standard - Professional Services
Do Not Call: Address Updated:

Address Information

Mailing Address **Physical Address**

Insured: Mock, Roos & Associates, Inc.
Address 1:
Address 2:
City:
State:
Zip:
Country:

Contract Information

Contract Number:
Contract Start Date: Contract End Date:
Contract Effective Date: Contract Expiration Date:
Description of Services: Civil Engineering Annual Services on a Work Task Order Basis Safety Form II: No

Contact Information

Contact Name: Debra Mccray Misc:
Phone Number: 5616833113 Alt Phone Number:
Fax Number:
E-Mail Address: Debbie@MockRoos.com
Approval Date:
Rush: No
Contract on File: No
Certificate Received: No
Indemnification Agreement: No
Tax Id:

This Account created by c28 on 02/19/2020.



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**

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

County Administrator

Verdenia C. Baker

"An Equal Opportunity
 Affirmative Action Employer"

Official Electronic Letterhead

Attachment 5

MEMORANDUM

DATE: September 23, 2020

TO: Holly Knight, P.E., Contracts Manager
Engineering & Public Works

FROM: Angela D. Smith, Small Business Development Specialist III
Office of Equal Business Opportunity

SUBJECT: Civil Annual (R2020-0399 – R2020-0402)

On August 31, 2020, you submitted a request for the 2nd renewal for R2020-0399 through R2020-0402 (Civil Annual). The original solicitation for the Project was on September 18, 2018. On November 6, 2019, the 1st renewal went before the Goal Setting Committee (GSC). The GSC set a 20% minimum mandatory SBE subcontracting participation Affirmative Procurement Initiative (API) the above named contract.

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]:

- The current S/M/WBE utilization under the contract is satisfactory based upon the availability of S/M/WBEs certified to perform the work.

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.