Agenda Item # 3-C-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	**December 1, 2026**	**[X] Consent**	**[ ] Regular**
		[ ] Workshop	**[ ] Public Hearing**
Department:	**Engineering and Public Works**		
Submitted For:	**Roadway Production Division**		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) the Traffic Signal Engineering Professional Continuing Services Contract with Simmons & White, Inc. (SWI) to be in effect 36 months from the date of approval by the Board of County Commissioners (BCC); and

B) the Traffic Signal Engineering Professional Continuing Services Contract with GOAL Associates, Inc (GAI) to be in effect for 36 months from the date of approval by the BCC.

Summary: Approval of these contracts will provide the professional continuing services necessary for traffic signal engineering throughout Palm Beach County (County) on a consultant service authorization basis. The contract period for these contracts is 36 months from the date of approval by the BCC. These contracts were presented to the Goal Setting Committee (GSC) on August 18, 2025, and the GSC established the following Affirmative Procurement Initiatives (API): a 15% minimum mandatory Small Business Enterprise (SBE) participation and an SBE evaluation preference. SWI committed to 92% SBE participation, GAI committed to 70%. On June 15, 2026, the Consultant's Competitive Negotiations Act Selection Committee selected SWI and GAI and, in accordance with PPM No. CW-O-048, the BCC was notified of the selection on June 17, 2026. SWI has an office located in the County, and SWI and GAI are certified SBE companies. Countywide (YBH)

Background and Justification: After reviewing the attached contracts and finding them in proper order, the Engineering and Public Works Department recommends BCC approval. Approval of these contracts will ensure the professional continuing services required by the County.

Attachments:
1. SWI Contract with Exhibits A, B, C, D, E, F and Ebix Insurance Compliance (2)
2. GAI Contract with Exhibits A, B, C, D, E, F and Ebix Insurance Compliance (2)
3. Final Selection Committee Results Package

Recommended by: YBH/TEL KF — Joanne M. Koch FOR — County Engineer — 11/09/2026 — Date

Approved By: — Chief Deputy County Administrator — 11/18/26 — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
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-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes ☐ No ☑
Is this item using Federal Funds? Yes ☐ No ☑
Is this item using State Funds? Yes ☐ No ☑

Budget Account No: Fund Dept Unit Object
Recommended Sources of Funds/Summary of Fiscal Impact:

****No Fiscal Impact****

Brief Description: New Continuing Service Contract

VS0000028776-GOAL Associates, Inc.
VC0000006975-Simmons & White, Inc.

A) the Traffic Signal Engineering Professional Continuing Services Contract with Simmons & White, Inc. (SWI) to be in effect 36 months from the date of approval by the Board of County Commissioners (BCC); and

B) the Traffic Signal Engineering Professional Continuing Services Contract with GOAL Associates, Inc (GOL) to be in effect for 36 months from the date of approval by the BCC;

C. Departmental Fiscal Review: Danny Ramlatsingh

III. REVIEW COMMENTS

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

11/10/26
OFMB 11/10 AH 11/10

Brenda Mack 11/16/26
Contract Dev. and Control ZG 11.16.26

B. Approved as to Form and Legal Sufficiency:

11/16/26
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment. 2

CONTRACT

BY AND BETWEEN PALM BEACH COUNTY

AND SIMMONS & WHITE, INC. FOR

TRAFFIC SIGNAL ENGINEERING PROFESSIONAL CONTINUING SERVICES

PROJECT # 2025053

This Contract for Traffic Signal Engineering Professional Continuing Services (Project) is made as of _____ (Contract), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (County) and Simmons & White, Inc., a Florida for profit Corporation (Consultant) whose Federal ID is 59-2170917 (individually Party and collectively Parties).

The County intends to have the Consultant provide traffic signal engineering professional continuing services on consultant service authorization (CSA) basis for the Project.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

The following Exhibits are attached to and made a part of this Contract.

Exhibit A - Scope of Work
Exhibit B - Fee Schedule
Exhibit C – Human Trafficking Affidavit
Exhibit D – Affirmative Procurement Initiatives for Professional Services Contracts
Exhibit E – OSBD Schedules 1 and 2
Exhibit F – Disclosure of Ownership Interests

ARTICLE 1 - SERVICES

The Consultant's responsibility under this Contract is to provide consulting / professional services in the area of traffic signal engineering, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

The County's representative / liaison during the performance of this Contract shall be Motasem Al-Turk, P.E., telephone no. (561) 684-4030, email malturk@pbc.gov.

The Consultant's representative / liaison during the performance of this Contract shall be Bryan G. Kelley, P.E., telephone no. (561) 478-7848, email bryan@simmonsandwhite.com.

A. **Continuing Services.** The term of the Contract is thirty-six (36) months from the date of County approval of the Contract. The effective date of a CSA is the date of the COUNTY'S execution of the CSA. The County may execute a new CSA at any time during the term of the Contract. Consultant shall complete all work pursuant to the CSA, as may be amended or supplemented. CSAs may be supplemented as necessary prior to their completion provided that the supplement scope is directly related to the scope of work in the CSA. CSA's do not expire with this Contract.

The User Departments will negotiate CSAs on an as needed basis. The Consultant shall provide a work schedule as part of their scope and fee proposal for each CSA. No CSAs are guaranteed as part of this Contract.

At the Consultant's request, but no more frequently than once every twelve (12) calendar months, the unburdened (raw) rates may be adjusted by negotiation as an "equitable adjustment", if the cost of living index (Consumer Price Index (CPI)) supports an increase. However, the multiplier agreed to under the original contract SHALL NOT be changed.

CSAs shall be properly dispatched toward completion, to the satisfaction of the County after notice to proceed is issued. Should the time limit for completion of the CSA exceed the expiration date of the Contract, the CSA work will continue to completion and the Consultant shall ensure that insurance coverages do not expire until all CSAs issued prior to the expiration of this Contract are complete and accepted.

B. **Basic Services.** The Consultant shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by the Americans with Disabilities Act (ADA), American Association of State Highway and Transportation Officials (AASHTO), the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. Plans shall be based on the North American Datum of 1983 (NAD 83) 1990 Adjustment and the North American Vertical Datum of 1988 (NAVD 88). Plans shall be accurate, legible, complete in design, drawn to scale, and shall be suitable for bidding purposes, unless otherwise stated in **Exhibit A.**

The Consultant has, during the selection and negotiation process which has preceded this Contract, represented to the County that the Consultant is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this Project. The Consultant acknowledges that the County has relied on the Consultant's representations of skill, knowledge, experience and expertise. By executing this Contract, the Consultant agrees that the Consultant will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the Consultant has claimed. The Consultant shall perform such duties as may be

assigned without neglect. The Consultant covenants with the County to cooperate with the County and to utilize the Consultant's skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this Project. The Consultant agrees to perform each assignment in an efficient and economical manner consistent with the County's interests and consistent with the County's stated objectives and recognized professional engineering standards.

Prior to commencement of study/design, the Consultant shall become familiar with the needs of County Microstation standards, obtain any seed or Microstation files, CADD standards, and standard sheets so that Microstation deliverables can be utilized by the County. Consultant shall submit electronic files (in Microstation compatible format and Adobe PDF format) of the study/design, survey, and any related data used for the Project, with the final document(s) submittal, or when otherwise directed by County.

The Consultant shall provide to the County all cost summaries/estimates and Summary of Pay Items in an electronic file (as requested). The Consultant shall apply descriptions to the pay items as called out in the County's Standard Nomenclature listing, which is available on the following website

http://discover.pbcgov.org/engineering/roadwayproduction/Pages/CCNA.aspx.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable construction cost provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by the Consultant. If prior to the Bidding or Negotiating Phase, the County wishes greater assurance as to construction costs, the County shall employ an independent cost estimator.

B. **Reimbursable Services.** These services shall be listed in the Fee Schedule, **Exhibit B** and will include such fixed cost items as permit fees, reprographics fees, and certain subconsultant fees as negotiated.

C. **Optional Services – Requiring Authorization in Advance.** If authorized in writing by the County's authorized representative, the Consultant shall furnish or obtain from others Optional Services. These services shall be listed in the Fee Schedule, **Exhibit B** and will include such items as post design services, contingent services and certain subconsultant fees as negotiated. These will be paid for by the County, only when specifically authorized and in accordance with the "Payments to Consultant" article of this Contract.

D. **Supplemental Services – Requiring Authorization in Advance.** If authorized in writing by the County's authorized representative, the Consultant shall furnish or obtain from others services of the types listed below. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Schedule, **Exhibit B**. These will be paid for by the County, only when specifically authorized and in accordance with the "Payments to Consultant" article of this Contract.

Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project.

Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the County.

Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to:

- change in Project size
- change in Project complexity
- change in the County's schedule
- change in the character of construction
- change in the method of financing
- revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the Consultant's control.
- Preparing documents for alternate bids requested by the County for contractor(s) work which is not executed or documents for out-of-sequence work.
- Furnishing the services of a special consultant for any services not covered in **Exhibit A.**
- Services during out-of-town travel required of the Consultant other than visits to the site or the County's office as required for Basic Services of this Contract.
- Assistance in connection with a bid protest, rebidding or renegotiating a contract for construction, materials, equipment or services.
- Preparing to serve or serving as a consultant or witness for the County in any litigation or other legal proceeding involving the Project.
- Additional services in connection with the Project, including services which are to be furnished by the County, and services not otherwise provided for in this Contract.

Any omissions or discrepancies are to be addressed and corrected by the Consultant and/or their sub-consultants at no additional cost to the County.

E. **County's Responsibility.** The County shall do the following in a timely manner so as not to delay the services of the Consultant.

- Provide all criteria and full information as to the County's requirements for the Project, including study/design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the County will require to be included in the drawings and specifications.
- Assist the Consultant by providing all available information pertinent to the Project including previous reports and any other data relative to study/design or construction of the Project.
- Furnish deliverables to the Consultant if any are listed in **Exhibit A.**
- Arrange for access to and make all provisions for the Consultant to enter upon public and private property as reasonably required for the Consultant to perform services under this Contract.
- Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the County deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, and such auditing service as County may require to ascertain how or for what purpose any contractor has used the monies paid to him.
- Attend the pre-bid conference, bid opening, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- Give reasonable notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services, or any defect or non-conformance in the work of any contractor.
- Furnish, or direct the Consultant to provide, Optional or Supplemental Services as required.

ARTICLE 2 - SCHEDULE

A. **Notice to Proceed.** The County will issue a written Notice to Proceed for each CSA to the Consultant after each CSA's execution by the County. The Consultant will immediately

commence work on each CSA and all schedule dates shall be determined from the date of the Notice to Proceed. Final completion of all work under each CSA shall be in accordance with the schedule, as shown in each CSA, or as otherwise approved in writing by the County.

B. **Deliverables.** Deliverables shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables. Deliverables shall be provided to the County in accordance with the scope and schedule set forth in each CSA.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. **Amount.** The total amount to be paid by the County under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount set in each CSA. The Consultant shall notify the County's representative in writing when ninety percent (90%) of the "not to exceed amount" has been reached. The Consultant will bill the County on a monthly basis, no later than the 15th of the following month or as otherwise provided, at the amounts set forth in each CSA for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. Should this Contract have approved subconsultant(s), the Consultant shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the County.

1. **Contract Multiplier.** The Contract Multiplier for this Contract is **3.0**. Salary costs times the Contract Multiplier for services rendered by principals and employees assigned to the Project plus all reimbursable expenses shall be utilized in computing fees. Contract Multiplier is defined in Palm Beach County Policy and Procedure Manual CW-F-066.

2. **Basic Services.** The County will pay the Consultant the lump sum for completion of the Basic Services set forth in each CSA.

3. **Reimbursable Out of Pocket Expenses.** Reimbursable Out-of-pocket expenses will be reimbursed up to a not to exceed set forth in each CSA, and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in each CSA.

   All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department.

Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes, as may be amended.

4. **Optional Services.** The County will pay the Consultant for completion of the Optional Services set forth in each CSA when the provision of each service is specifically authorized in writing by the County. These expenses will not exceed the amount set forth in each CSA without additional authorization from the County.

5. **Supplemental Services.** Additional services and reimbursable expenses authorizations shall be issued in accordance with County policies and procedures.

   For services rendered by the Consultant's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding shall be at the rate of **$800.00** per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in the "Payments to Consultant" article of this Contract).

B. **Invoices.** Invoices received from the Consultant pursuant to this Contract will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following the County representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended.

Progress reports and/or payment invoices shall be submitted monthly by the Consultant for each CSA. Payments to the Consultant shall be in proportion to the percentage of engineering services approved and accepted by the County based on said lump sum fee until 90% of the Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the County for each CSA.

C. **Contract Closeout Period.** Consultant shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. Consultant's

failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Consultant after the expiration or termination of the contract.

D. **Final Invoice.** In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each CSA. This shall constitute Consultant's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the Consultant.

Upon satisfactory completion of all Services, including permits, described in this Contract and approval and acceptance of the plans by the County, full payment for all completed Services provided will be made, and the CSA will be closed. If the CSA has an authorization for Post Design Services the Contract will remain open until all Post Design Services (if applicable) are complete.

Final payment shall be due and payable to the Consultant upon satisfactory completion, approval and acceptance by the County, of all the Services described in the CSA, including Post Design Services.

Due to the nature of the work flow and the small size of expected projects to be performed by the Consultant, the County recognizes that the purpose of withholding retainage may not be applicable for all projects and the County may waive the requirement upon written request from the Consultant.

Contract Closeout Period: Consultant shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract (Closeout Period). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. Consultant's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Consultant after the expiration or termination of the contract.

E. **VSS Registration Required.** In order to do business with Palm Beach County, 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.pbc.gov. If Consultant intends to use sub-consultants, 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 Consultant and all of its subconsultants are registered in VSS.

F. **Other Provisions Concerning Payments.** If this Contract is terminated prior to its completion other than due to default on the part of the Consultant, the Consultant shall be paid for Basic Services called for under this Contract an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in this Article of this Contract. Further, the Consultant shall be paid for the completed portion of reimbursable and optional services authorized under this Article of this Contract.

Records of the Consultant's Salary Costs pertinent to the Consultant's compensation under this Contract will be kept in accordance with generally accepted accounting practices. Copies will be made available to the County on request prior to final payment for the Consultant's services.

The Salary Costs used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged on the Project. Time spent on this Project by stenographers, typists and clerk skills shall not be charged to the Project nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this article within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the 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 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 Consultant or without cause upon ten (10) business days' written notice to the Consultant.

Unless the Consultant is in breach of this Contract, the 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 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.

ARTICLE 6 - PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required under this Contract shall be performed by the Consultant or under its supervision; and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in **Exhibit A**, must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Consultant's personnel (and all subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

During the term of this Contract, the County may require professional services that are the same or similar to those described in this Contract. The County may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If the County so elects, it is mutually understood that the relationship between the Consultant and the County under this Contract shall be considered as neither barring the Consultant from, nor granting special consideration to the Consultant, in participating in the selection process for a consultant to provide such additional services.

ARTICLE 7 - SUBCONTRACTING

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subconsultant to perform properly under this Contract. The Consultant is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the Consultant uses any subconsultants on this Contract the following provisions of this Article shall apply:

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

It is the policy of the County that all segments of its business population including, but not limited to, small, local 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 County 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 thirty (30) 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 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 small business enterprise (SBE) participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

The Consultant must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Exhibit D**, including the Request for Proposals (RFP), and the specifications set forth in Consultant's response, which are both incorporated herein by reference. Failure to comply with this Article 7 is a material breach of this Contract.

i. Consultant shall report all subconsultant payment information on SBD forms 3a and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subconsultant payment information directly into the County's contract management system.

Consultant shall pay subconsultants undisputed amounts within ten (10) days after County pays the Consultant. In the event of a disputed invoice, the Consultant shall send the subconsultant(s) and County a written notice of the dispute within five (5) days after receipt of the subject invoice.

ii. Consultant must notify the Office of Small Business Development (SBD) of changes in SBE utilization and get prior approval for any substitutions.

The Consultant agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event Consultant fails to comply with payment(s) to its subconsultants in accordance with the Florida Prompt Payment Act, 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.

The Office of SBD has the right to review Consultant's records and interview subconsultants.

ARTICLE 8 - FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

The Consultant shall maintain at its sole expense, in force and effect at all times during the term of this Contract, and until all CSAs are complete and accepted by the County, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Consultant, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract. Consultant agrees to notify the County at least ten (10) days

prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** Consultant shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

B. **Workers' Compensation Insurance & Employer's Liability:** Consultant shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.

C. **Professional Liability:** Consultant shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, County reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Consultant warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Consultant shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. **Waiver of Subrogation:** Except where prohibited by law, Consultant hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against

Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

E. **Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Contract, the Consultant shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Engineering Department / Roadway Production
2300 N. Jog Road 3rd Floor West
West Palm Beach, FL 33411

F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

G. **Unmanned Aircraft Systems:** Consultant shall maintain Unmanned Aircraft Systems (UAS) insurance, if UAS are used in the performance of this Contract, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. Coverage shall include property damage, injury to persons, personal injury (including invasion of privacy), medical expenses, premises liability, and war perils such as damage sustained from a malicious act. This coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

ARTICLE 11 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant, and other persons employed or utilized by the Consultant, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of

this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination or expiration of this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS; ASSIGNMENT

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Consultant.

ARTICLE 14 - CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in chapter 112, part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. The Consultant further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Consultant shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may

undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it or its subcontractors' fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

A. The Consultant shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract.

B. To the extent allowed by chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this

Contract for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

C. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

D. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 - 2-440, as may be amended.

E. Upon completion and acceptance of the final work, the Consultant shall furnish to the County the original drawings, field notes and all documents and materials prepared by and for the County under this Contract. The Consultant may keep a reproducible set of the original drawings and shall keep all other data collected during the provision of the services. The County may, at its expense, obtain copies of any data which the Consultant has accumulated in the process of providing the services on this Project's tasks. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Consultant.

F. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Contract at the County's expense shall be, and remain, the County's property, and may be reproduced and reused at the discretion of the County.

G. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

H. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

I. Reuse of Documents - Notwithstanding any breach of this Contract by either Party nor the status of payment to the Consultant, nor the County's exercise of its rights of termination, it is hereby agreed between the Parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of the Consultant's services, or authorized by the County as a reimbursable expense, whether generated directly by the Consultant, or by or in

conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the County or Consultant, and wherever located shall be the property of the County.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 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 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, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

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 R2025-0748, as may be amended, the 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Consultant represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Consultant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Consultant retaliate against any person for reporting instances of such discrimination. The 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 discrimination. The 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. Consultant shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 25 - MODIFICATIONS OF WORK

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract or associated CSAs.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall initiate a Contract amendment or supplement and the Consultant shall not commence work on any such change until such written amendment or supplement is signed by the Consultant and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Motasem Al-Turk, P.E.
Palm Beach County Engineering Department
2300 N. Jog Road Room 3rd Floor East
West Palm Beach, FL 33411

With copy to:

Yelizaveta B. Herman
Palm Beach County Attorney's Office

301 North Olive Avenue
West Palm Beach, FL 33401

26.2 If sent to the Consultant, notices shall be addressed to:

Bryan G. Kelley, P.E.
Simmons & White, Inc.
2581 Metrocentre Boulevard West, Suite 3
West Palm Beach, Florida 33407

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Contract and associated CSAs sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the "Modifications of Work" article of this Contract.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The Consultant, Consultant's employees, subcontractors of Consultant and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as may be amended. The Consultant is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the 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 above referenced Resolutions, as amended. County staff representing the County department will contact the Consultant(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The 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 Consultant or its subcontractor(s) terminates an employee who has been issued a badge, the Consultant must notify the County within two (2) hours. At the time of termination, the Consultant shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Consultant if the Consultant 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact

the County regarding a terminated 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.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The Consultant shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Consultant is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the 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 section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by 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 section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, the Consultant shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The Consultant is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.

D. Upon completion of the Contract, the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has

familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 - COUNTERPARTS

This 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 Contract. The County may execute the Contract through electronic or manual means. Consultant shall execute by manual means only, unless the County provides otherwise.

ARTICLE 33 - 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 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 Contract are registered with the E-Verify System, and 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)(f), 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 Contract which requires a longer retention period.

County shall terminate this 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 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 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.

ARTICLE 34 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed **Exhibit C**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 36 - DIGITAL ACCESSIBILITY COMPLIANCE

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

ARTICLE 37 – PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Consultant hereby certifies to the County that Consultant does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

ARTICLE 38 – WAIVER OF JURY TRIAL

The Parties hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this Contract and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

ARTICLE 39 - DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to a directive by the Board of County Commissioners, the Disclosure of Ownership Interest affidavit, **Exhibit F,** must be completed by any business entity that seeks to do business with the County, when applicable. Disclosure does not apply to contracts $200,000 or less or to contracts awarded solely on the basis of sealed bids. Disclosure also does not apply to publicly traded corporations, nonprofit corporations, or government agencies.

ARTICLE 40 – ADDITIONAL REPORTING

The County requires the Consultant to track during the Contract, and report at the end of the Contract, the County of residence of the Consultant's employees and its subconsultants' employees. Consultant agrees to prepare and provide the required report with its request for final payment.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract for the Project, on behalf of the County, and Consultant has hereunto set its hand the day and year above written.

COUNTY:
APPROVED AS TO TERMS AND CONDITIONS

Motasem Al-Turk, P.E.
Director of Traffic

CONSULTANT:
Simmons & White, Inc.

Bryan G. Kelley, P.E.
Vice President

(Corp. Seal)

ATTEST WITNESS:

Signature

Sarah Abercrombie
Name (type or print)

Signature

Daniel Brunet
Name (type or print)

{SIGNATURE PAGES CONTINUED}

ATTEST:
Shannon Ramsey-Chessman
Clerk of the Circuit Court & Comptroller
Ad Interim

_____
Deputy Clerk

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

_____
Sara Baxter, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

_____
Yelizaveta B. Herman
Assistant County Attorney

EXHIBIT A

SCOPE OF WORK

The general scope of work consists of traffic signal engineering and inspection, services, and any other related services on a consultant services authorization (CSA) basis.

FEE SCHEDULE

TRAFFIC SIGNAL

PROFESSIONAL CONTINUING SERVICES CONTRACT

PROJECT NO. 2025053

PRIME CONSULTANT: **Simmons & White, Inc.**

me
9/15/2026

Firm	Job Class	Raw Rate	Multiplier	Loaded Rate
	Traffic Signal			
Simmons & White, Inc.	Chief Engineer	$ 90.00	3.00	$ 270.00
	Senior Engineer	$ 75.00	3.00	$ 225.00
	Engineer	$ 70.00	3.00	$ 210.00
	Engineer Intern	$ 55.00	3.00	$ 165.00
	Engineering/CADD Technician	$ 50.00	3.00	$ 150.00
	Survey			
Brown & Phillips, Inc.	Professional Land Surveyor	$ 55.24	3.00	$ 165.72
	Survey Technician	$ 38.00	3.00	$ 114.00
	CADD Technician	$ 38.00	3.00	$ 114.00
	Survey Crew (3 person)	$ 65.60	3.00	$ 196.80
	Survey Crew (2 person)	$ 54.62	3.00	$ 163.86
	Structural			
GM2 Associates, Inc.	Chief Engineer	$ 93.00	3.00	$ 279.00
	Senior Engineer	$ 83.00	3.00	$ 249.00
	Engineer 2	$ 67.00	3.00	$ 201.00
	Engineer 1	$ 56.00	3.00	$ 168.00
	Engineer Intern	$ 43.00	3.00	$ 129.00
	Engineering/CADD Technician	$ 38.00	3.00	$ 114.00
	Subsurface Utility Locates			
Craig A. Smith & Associates, LLC	*Professional Land Surveyor*	$ 75.00	3.00	$ 225.00
	SUE Supervisor	$ 50.00	3.00	$ 150.00
	Subsurface Utility Mapping/Designation	$ 40.00	3.00	$ 120.00
	2-Man Crew	$ 60.00	3.00	$ 180.00
	Survey/CADD Technician	$ 45.00	3.00	$ 135.00

FEE SCHEDULE

TRAFFIC SIGNAL

PROFESSIONAL CONTINUING SERVICES CONTRACT

PROJECT NO. 2025053

PRIME CONSULTANT: **Simmons & White, Inc.**

Firm	Job Class	Raw Rate	Multiplier	Loaded Rate
	CADD Technician	$ 35.00	3.00	$ 105.00

FEE SCHEDULE

TRAFFIC SIGNAL

PROFESSIONAL CONTINUING SERVICES CONTRACT

PROJECT NO. 2025053

PRIME CONSULTANT: **Simmons & White, Inc.**

Firm	Job Class	Raw Rate	Multiplier	Loaded Rate
Geotechnical				
Thomas Geotechnical Services, LLC	Senior Geotechnical Engineer	$ 40.00	2.74	$ 109.60
	Engineer	$ 58.60	2.74	$ 160.56
	Engineering/CADD Technician	$ 54.34	2.74	$ 148.89
	Reimbursable Services		**Unit**	**Rate**
Craig A. Smith & Associates, LLC	Soft Dig 3 Man Crew / Vacuum Excavation (includes staff & equipment)		1st Hole	$ 600.00
			Add'l Holes (EA)	$ 600.00
	Soft Dig 3 Man Crew (inc. Equipment)		Hour	$ 300.00
	3D Radar Crew (inc. Equipment)		Hour	$ 300.00

EXHIBIT C

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Simmons & White, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

BK

(signature of officer or representative)

Bryan G. Kelley, P.E., Vice President

(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this,

16 day of July 2020, by Bryan G. Kelley.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

SA

NOTARY PUBLIC

My Commission Expires: 01/30/21

State of Florida at large

SARAH ABERCROMBIE
Notary Public - State of Florida
Commission # HH 612567
My Comm. Expires Jan 30, 2021
Bonded through National Notary Assn.

(Notary Seal)

EXHIBIT D

AFFIRMATIVE PROCUREMENT INITIATIVES (APIs)

FOR PROFESSIONAL SERVICES CONTRACTS

The API(s) approved for this project are shown below. Any proposal/response/bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance and incorporated herein by reference. The Office of Small Business Development website at https://discover.pbcgov.org/HED/osbd/Pages/default.aspx includes all forms related to the EBO Program, including waiver forms and good faith documentation. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

SBE Evaluation Preference for SBE Participation (Contracts $500,000 or greater) (EBO Ordinance Section 2-80.27(3)(d) option 2)

15 Points (0 to 15%) total evaluation points shall be awarded based on the level of SBE dollar participation committed to on the prime respondent/bidder's team.

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to Professional Services Solicitations valued at $500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.

SBE Subcontracting Goals for Professional Services (EBO Ordinance Section 2-80.27(3)(e))

A 15% **SBE subcontracting** participation goal is established for this Contract.

The Consultant has agreed to provide **92% SBE Participation.**

A minimum mandatory goal of 15% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the SBD Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Traffic Signal Engineering Professional Continuing Services Contract On a Consultant Service Authorization (CSA) Basis

SOLICITATION/PROJECT/BID NO.: Project No. 2025053

SOLICITATION OPENING/SUBMITTAL DATE: November 11, 2025

COUNTY DEPARTMENT: Engineering & Public Works

Section A

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Simmons & White, Inc.

ADDRESS: 2581 Metrocentre Boulevard West, Suite 3, WPB, FL 33407

CONTACT PERSON: Bryan G. Kelley, P.E.

PHONE NO.: (561) 478-7848

E-MAIL: bryan@simmonsandwhite.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 70%

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE ☐ **SBE** ☑

Section B

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1. Brown & Phillips, Inc.	☐	☑	7%
2. Thomas Geotechnical Services, LLC	☐	☑	8%
3. GM2 Associates, Inc.	☑	☐	8%
4. Craig A. Smith & Associates, LLC	☐	☑	7%
5.	☐	☐	

(Please use additional sheets if necessary)

Total 30

Total Bid/Offer Price $ N/A

Total Certified SBE Participation $ 100%

I hereby certify that the above information is accurate to the best of my knowledge: BK

Name & Authorized Signature

Vice President

Title

Note:

1. **The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.**
2. **Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please**
3. **Modification of this form is not permitted and will be rejected upon submittal.**
4. **If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.**

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025053

SOLICITATION/PROJECT NAME: Traffic Signal Engineering Professional Continuing Services Contract On a Consultant Service Authorization (CSA) Basis

Prime Contractor: Simmons & White, Inc. Subcontractor: _____

(Check box(s) that apply)

■ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (If applicable): August 20, 2024 - August 19, 2027.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	3.06 Traffic Operations Design				70%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 70%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Simmons & White, Inc.
Print Name of Prime

By: BK
Authorized Signature

Bryan G. Kelley, P.E.
Print Name

Vice President
Title

Date: 07/29/2026

_____
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

_____
Print Name

_____
Title

Date: _____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

EXHIBIT E - PAGE 2 OF 6

OSBD LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025053

SOLICITATION/PROJECT NAME: Traffic Signal Engineering Professional Continuing Services Contract

Prime Contractor: Simmons & White, Inc. Subcontractor: Brown & Phillips, Inc.

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 1/31/25-1/30/28

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	5.02 Topography - Engineering Services				7%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 7%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Simmons & White, Inc.
Print Name of Prime

By: BK
Authorized Signature

Bryan G. Kelley, P.E.
Print Name

Vice President
Title

Date: July 29, 2026

Brown & Phillips, Inc.
Print Name of Subcontractor/subconsultant

By: Anthony Brown
Authorized Signature

Anthony S. Brown
Print Name

CEO
Title

Date: July 22, 2026

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025053

SOLICITATION/PROJECT NAME: TRAFFIC SIGNAL ENGINEERING PROFESSIONAL CONTINUING SERVICES

Prime Contractor: SIMMONS & WHITE, INC Subcontractor: Thomas Geotechnical Services, LLC

(Check box(s) that apply)

■ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): May 4, 2025 to May 03, 2028

SBE PARTICIPATION – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Geotechnical Engineering Services				8%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 8%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Simmons & White, Inc.
Print Name of Prime

By: BK
Authorized Signature

Bryan G. Kelley, P.E.
Print Name

Vice President
Title

Date: July 29, 2026

Thomas Geotechnical Services, LLC
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Francois Thomas, P.E.
Print Name

President
Title

Date: 07/23/2026

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2025053

SOLICITATION/PROJECT NAME: Traffic Signal Engineering Professional Continuing Services

Prime Contractor: Simmons & White, Inc. Subcontractor: GM2 Engineering Associates, Inc.

(Check box(s) that apply)

☐ SBE ■ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	10.01: Structural Engineering				8%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 8%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Simmons & White, Inc
Print Name of Prime

By: BK
Authorized Signature

Bryan G. Kelley, PE
Print Name

Vice President
Title

Date: July 29, 2026

GM2 Engineering Associates, Inc.
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Alan Gerwig, PE
Print Name

Senior Vice President
Title

Date: 7/27/26

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025053

SOLICITATION/PROJECT NAME: Traffic Signal Design Professional Continuing Services Contract

Prime Contractor: Simmons & White, Inc. Subcontractor: Craig A. Smith & Associates, LLC

(Check box(s) that apply)

■ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 2-13-2025.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Subsurface Utility Engineering (SUE) Services				7%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 7%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Simmons & White, Inc.
Print Name of Prime

By: _____
Authorized Signature

Bryan G. Kelley, P.E.
Print Name

Vice President
Title

Date: July 29, 2026

Craig A. Smith & Associates, LLC
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Stephen C. Smith, P.E.
Print Name

President
Title

Date: 7-27-2026

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

EXHIBIT E - PAGE 6 OF 6

DISCLOSURE OF OWNERSHIP INTERESTS

TO: **PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

STATE OF FLORIDA, COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared Bryan G. Kelley, by means of X physical presence OR _____ online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[ ] an individual *or*
[X] the Vice President of Simmons & White, Inc.. *[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]*. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 2581 Metrocentre Boulevard West, Suite 3, West Palm Beach, FL 33407

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

BK

Bryan G. Kelley, P.E., Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of X physical presence OR _____ online notarization this 16 day of July, 2026, by Bryan G. Kelley, P.E., [X] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

SARAH ABERCROMBIE
Notary Public - State of Florida
Commission # HH 612567
My Comm. Expires Jan 30, 2029
Bonded through National Notary Assn.

Notary Public

Sarah Abercrombie
(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

Exhibit F

EBIX

Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00003627	Simmons & White, Inc.	Modified	Compliant					2025053	Traffic Signal Engineering Professional Continuing Services
		A+p , XV	Hartford Casualty Insurance Company	21sbavl3788	11/18/2025	11/18/2026	Auto Liability		
		A+p , XV	Hartford Casualty Insurance Company	21sbavl3788	11/18/2025	11/18/2026	Excess Liability		
		A+p , XV	Hartford Casualty Insurance Company	21sbavl3788	11/18/2025	11/18/2026	General Liability		
		Ag , XV	SirtusPoint Specialty Insurance Corporation	prcvse000017601	11/18/2025	11/18/2026	Professional Liability		
		A+g , XV	Transportation Insurance Company	wc588160062	1/1/2026	1/1/2027	Workers Comp		

Risk Profile : Standard - Professional Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

CONTRACT

BY AND BETWEEN PALM BEACH COUNTY

AND GOAL ASSOCIATES, INC. FOR

TRAFFIC SIGNAL ENGINEERING PROFESSIONAL CONTINUING SERVICES

PROJECT # 2025053

This Contract for Traffic Signal Engineering Professional Continuing Services (Project) is made as of _____ (Contract), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (County) and GOAL Associates, Inc., a Florida for Profit Corporation (Consultant) whose Federal ID is 46-4649215 (individually Party and collectively Parties).

The County intends to have the Consultant provide traffic signal engineering professional continuing services on consultant service authorization (CSA) basis for the Project.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

The following Exhibits are attached to and made a part of this Contract.

Exhibit A - Scope of Work
Exhibit B - Fee Schedule
Exhibit C – Human Trafficking Affidavit
Exhibit D – Affirmative Procurement Initiatives for Professional Services Contracts
Exhibit E – OSBD Schedules 1 and 2
Exhibit F – Disclosure of Ownership Interests

ARTICLE 1 - SERVICES

The Consultant's responsibility under this Contract is to provide consulting / professional services in the area of traffic signal engineering, as more specifically set forth in the Scope of Work detailed in **Exhibit A.**

The County's representative / liaison during the performance of this Contract shall be Motasem Al-Turk, P.E., telephone no. (561) 684-4030, email malturk@pbc.gov.

The Consultant's representative / liaison during the performance of this Contract shall be Godrey Lamptey, P.E., telephone no.786-600-3350 x101, email godrey.lamptey@goalassociates.com.

A. **Continuing Services.** The term of the Contract is thirty-six (36) months from the date of County approval of the Contract. The effective date of a CSA is the date of the COUNTY'S execution of the CSA. The County may execute a new CSA at any time during the term of the Contract. Consultant shall complete all work pursuant to the CSA, as may be amended or supplemented. CSAs may be supplemented as necessary prior to their completion provided that the supplement scope is directly related to the scope of work in the CSA. CSA's do not expire with this Contract.

The User Departments will negotiate CSAs on an as needed basis. The Consultant shall provide a work schedule as part of their scope and fee proposal for each CSA. No CSAs are guaranteed as part of this Contract.

At the Consultant's request, but no more frequently than once every twelve (12) calendar months, the unburdened (raw) rates may be adjusted by negotiation as an "equitable adjustment", if the cost of living index (Consumer Price Index (CPI)) supports an increase. However, the multiplier agreed to under the original contract SHALL NOT be changed.

CSAs shall be properly dispatched toward completion, to the satisfaction of the County after notice to proceed is issued. Should the time limit for completion of the CSA exceed the expiration date of the Contract, the CSA work will continue to completion and the Consultant shall ensure that insurance coverages do not expire until all CSAs issued prior to the expiration of this Contract are complete and accepted.

B. **Basic Services.** The Consultant shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by the Americans with Disabilities Act (ADA), American Association of State Highway and Transportation Officials (AASHTO), the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. Plans shall be based on the North American Datum of 1983 (NAD 83) 1990 Adjustment and the North American Vertical Datum of 1988 (NAVD 88). Plans shall be accurate, legible, complete in design, drawn to scale, and shall be suitable for bidding purposes, unless otherwise stated in **Exhibit A.**

The Consultant has, during the selection and negotiation process which has preceded this Contract, represented to the County that the Consultant is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this Project. The Consultant acknowledges that the County has relied on the Consultant's representations of skill, knowledge, experience and expertise. By executing this Contract, the Consultant agrees that the Consultant will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the Consultant has claimed. The Consultant shall perform such duties as may be

assigned without neglect. The Consultant covenants with the County to cooperate with the County and to utilize the Consultant's skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this Project. The Consultant agrees to perform each assignment in an efficient and economical manner consistent with the County's interests and consistent with the County's stated objectives and recognized professional engineering standards.

Prior to commencement of study/design, the Consultant shall become familiar with the needs of County Microstation standards, obtain any seed or Microstation files, CADD standards, and standard sheets so that Microstation deliverables can be utilized by the County. Consultant shall submit electronic files (in Microstation compatible format and Adobe PDF format) of the study/design, survey, and any related data used for the Project, with the final document(s) submittal, or when otherwise directed by County.

The Consultant shall provide to the County all cost summaries/estimates and Summary of Pay Items in an electronic file (as requested). The Consultant shall apply descriptions to the pay items as called out in the County's Standard Nomenclature listing, which is available on the following website

http://discover.pbcgov.org/engineering/roadwayproduction/Pages/CCNA.aspx.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Consultant's opinions of probable construction cost provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by the Consultant. If prior to the Bidding or Negotiating Phase, the County wishes greater assurance as to construction costs, the County shall employ an independent cost estimator.

B. **Reimbursable Services.** These services shall be listed in the Fee Schedule, **Exhibit B** and will include such fixed cost items as permit fees, reprographics fees, and certain subconsultant fees as negotiated.

C. **Optional Services – Requiring Authorization in Advance.** If authorized in writing by the County's authorized representative, the Consultant shall furnish or obtain from others Optional Services. These services shall be listed in the Fee Schedule, **Exhibit B** and will include such items as post design services, contingent services and certain subconsultant fees as negotiated. These will be paid for by the County, only when specifically authorized and in accordance with the "Payments to Consultant" article of this Contract.

D. **Supplemental Services – Requiring Authorization in Advance.** If authorized in writing by the County's authorized representative, the Consultant shall furnish or obtain from others services of the types listed below. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Schedule, **Exhibit B**. These will be paid for by the County, only when specifically authorized and in accordance with the "Payments to Consultant" article of this Contract.

Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project.

Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the County.

Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to:

- change in Project size
- change in Project complexity
- change in the County's schedule
- change in the character of construction
- change in the method of financing
- revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the Consultant's control.
- Preparing documents for alternate bids requested by the County for contractor(s) work which is not executed or documents for out-of-sequence work.
- Furnishing the services of a special consultant for any services not covered in **Exhibit A.**
- Services during out-of-town travel required of the Consultant other than visits to the site or the County's office as required for Basic Services of this Contract.
- Assistance in connection with a bid protest, rebidding or renegotiating a contract for construction, materials, equipment or services.
- Preparing to serve or serving as a consultant or witness for the County in any litigation or other legal proceeding involving the Project.
- Additional services in connection with the Project, including services which are to be furnished by the County, and services not otherwise provided for in this Contract.

Any omissions or discrepancies are to be addressed and corrected by the Consultant and/or their sub-consultants at no additional cost to the County.

E. **County's Responsibility.** The County shall do the following in a timely manner so as not to delay the services of the Consultant.

- Provide all criteria and full information as to the County's requirements for the Project, including study/design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the County will require to be included in the drawings and specifications.
- Assist the Consultant by providing all available information pertinent to the Project including previous reports and any other data relative to study/design or construction of the Project.
- Furnish deliverables to the Consultant if any are listed in **Exhibit A**.
- Arrange for access to and make all provisions for the Consultant to enter upon public and private property as reasonably required for the Consultant to perform services under this Contract.
- Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the County deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, and such auditing service as County may require to ascertain how or for what purpose any contractor has used the monies paid to him.
- Attend the pre-bid conference, bid opening, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- Give reasonable notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services, or any defect or non-conformance in the work of any contractor.
- Furnish, or direct the Consultant to provide, Optional or Supplemental Services as required.

ARTICLE 2 - SCHEDULE

A. **Notice to Proceed.** The County will issue a written Notice to Proceed for each CSA to the Consultant after each CSA's execution by the County. The Consultant will immediately

commence work on each CSA and all schedule dates shall be determined from the date of the Notice to Proceed. Final completion of all work under each CSA shall be in accordance with the schedule, as shown in each CSA, or as otherwise approved in writing by the County.

B. **Deliverables.** Deliverables shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables. Deliverables shall be provided to the County in accordance with the scope and schedule set forth in each CSA.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. **Amount.** The total amount to be paid by the County under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount set in each CSA. The Consultant shall notify the County's representative in writing when ninety percent (90%) of the "not to exceed amount" has been reached. The Consultant will bill the County on a monthly basis, no later than the 15th of the following month or as otherwise provided, at the amounts set forth in each CSA for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. Should this Contract have approved subconsultant(s), the Consultant shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the County.

1. **Contract Multiplier.** The Contract Multiplier for this Contract is **3.0**. Salary costs times the Contract Multiplier for services rendered by principals and employees assigned to the Project plus all reimbursable expenses shall be utilized in computing fees. Contract Multiplier is defined in Palm Beach County Policy and Procedure Manual CW-F-066.

2. **Basic Services.** The County will pay the Consultant the lump sum for completion of the Basic Services set forth in each CSA.

3. **Reimbursable Out of Pocket Expenses.** Reimbursable Out-of-pocket expenses will be reimbursed up to a not to exceed set forth in each CSA, and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in each CSA.

   All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department.

Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes, as may be amended.

4. **Optional Services.** The County will pay the Consultant for completion of the Optional Services set forth in each CSA when the provision of each service is specifically authorized in writing by the County. These expenses will not exceed the amount set forth in each CSA without additional authorization from the County.

5. **Supplemental Services.** Additional services and reimbursable expenses authorizations shall be issued in accordance with County policies and procedures.

   For services rendered by the Consultant's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding shall be at the rate of **$800.00** per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in the "Payments to Consultant" article of this Contract).

B. **Invoices.** Invoices received from the Consultant pursuant to this Contract will be reviewed and approved by the County's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following the County representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended.

Progress reports and/or payment invoices shall be submitted monthly by the Consultant for each CSA. Payments to the Consultant shall be in proportion to the percentage of engineering services approved and accepted by the County based on said lump sum fee until 90% of the Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the County for each CSA.

C. **Contract Closeout Period.** Consultant shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. Consultant's

failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Consultant after the expiration or termination of the contract.

D. **Final Invoice.** In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each CSA. This shall constitute Consultant's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the Consultant.

Upon satisfactory completion of all Services, including permits, described in this Contract and approval and acceptance of the plans by the County, full payment for all completed Services provided will be made, and the CSA will be closed. If the CSA has an authorization for Post Design Services the Contract will remain open until all Post Design Services (if applicable) are complete.

Final payment shall be due and payable to the Consultant upon satisfactory completion, approval and acceptance by the County, of all the Services described in the CSA, including Post Design Services.

Due to the nature of the work flow and the small size of expected projects to be performed by the Consultant, the County recognizes that the purpose of withholding retainage may not be applicable for all projects and the County may waive the requirement upon written request from the Consultant.

Contract Closeout Period: Consultant shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract (Closeout Period). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. Consultant's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to Consultant after the expiration or termination of the contract.

E. **VSS Registration Required.** In order to do business with Palm Beach County, 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.pbc.gov. If Consultant intends to use sub-consultants, 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 Consultant and all of its subconsultants are registered in VSS.

F. **Other Provisions Concerning Payments.** If this Contract is terminated prior to its completion other than due to default on the part of the Consultant, the Consultant shall be paid for Basic Services called for under this Contract an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in this Article of this Contract. Further, the Consultant shall be paid for the completed portion of reimbursable and optional services authorized under this Article of this Contract.

Records of the Consultant's Salary Costs pertinent to the Consultant's compensation under this Contract will be kept in accordance with generally accepted accounting practices. Copies will be made available to the County on request prior to final payment for the Consultant's services.

The Salary Costs used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged on the Project. Time spent on this Project by stenographers, typists and clerk skills shall not be charged to the Project nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this article within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the 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 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 Consultant or without cause upon ten (10) business days' written notice to the Consultant.

Unless the Consultant is in breach of this Contract, the 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 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.

ARTICLE 6 - PERSONNEL

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required under this Contract shall be performed by the Consultant or under its supervision; and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in **Exhibit A**, must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Consultant's personnel (and all subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

During the term of this Contract, the County may require professional services that are the same or similar to those described in this Contract. The County may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If the County so elects, it is mutually understood that the relationship between the Consultant and the County under this Contract shall be considered as neither barring the Consultant from, nor granting special consideration to the Consultant, in participating in the selection process for a consultant to provide such additional services.

ARTICLE 7 - SUBCONTRACTING

The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subconsultant to perform properly under this Contract. The Consultant is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the Consultant uses any subconsultants on this Contract the following provisions of this Article shall apply:

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the County.

It is the policy of the County that all segments of its business population including, but not limited to, small, local 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 County 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 thirty (30) 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 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 small business enterprise (SBE) participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

The Consultant must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Exhibit D**, including the Request for Proposals (RFP), and the specifications set forth in Consultant's response, which are both incorporated herein by reference. Failure to comply with this Article 7 is a material breach of this Contract.

i. Consultant shall report all subconsultant payment information on SBD forms 3a and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subconsultant payment information directly into the County's contract management system.

Consultant shall pay subconsultants undisputed amounts within ten (10) days after County pays the Consultant. In the event of a disputed invoice, the Consultant shall send the subconsultant(s) and County a written notice of the dispute within five (5) days after receipt of the subject invoice.

ii. Consultant must notify the Office of Small Business Development (SBD) of changes in SBE utilization and get prior approval for any substitutions.

The Consultant agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event Consultant fails to comply with payment(s) to its subconsultants in accordance with the Florida Prompt Payment Act, 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.

The Office of SBD has the right to review Consultant's records and interview subconsultants.

ARTICLE 8 - FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

The Consultant shall maintain at its sole expense, in force and effect at all times during the term of this Contract, and until all CSAs are complete and accepted by the County, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Consultant, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract. Consultant agrees to notify the County at least ten (10) days

prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** Consultant shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

B. **Workers' Compensation Insurance & Employer's Liability:** Consultant shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.

C. **Professional Liability:** Consultant shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, County reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Consultant warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Consultant shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. **Waiver of Subrogation:** Except where prohibited by law, Consultant hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against

Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

E. **Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Contract, the Consultant shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Engineering Department / Roadway Production
2300 N. Jog Road 3rd Floor West
West Palm Beach, FL 33411

F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

G. **Unmanned Aircraft Systems:** Consultant shall maintain Unmanned Aircraft Systems (UAS) insurance, if UAS are used in the performance of this Contract, at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. Coverage shall include property damage, injury to persons, personal injury (including invasion of privacy), medical expenses, premises liability, and war perils such as damage sustained from a malicious act. This coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

ARTICLE 11 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant, and other persons employed or utilized by the Consultant, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of

this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination or expiration of this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS; ASSIGNMENT

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Consultant.

ARTICLE 14 - CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in chapter 112, part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. The Consultant further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Consultant shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may

undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it or its subcontractors' fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

A. The Consultant shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract.

B. To the extent allowed by chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this

Contract for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

C. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

D. Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 - 2-440, as may be amended.

E. Upon completion and acceptance of the final work, the Consultant shall furnish to the County the original drawings, field notes and all documents and materials prepared by and for the County under this Contract. The Consultant may keep a reproducible set of the original drawings and shall keep all other data collected during the provision of the services. The County may, at its expense, obtain copies of any data which the Consultant has accumulated in the process of providing the services on this Project's tasks. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Consultant.

F. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Contract at the County's expense shall be, and remain, the County's property, and may be reproduced and reused at the discretion of the County.

G. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

H. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

I. Reuse of Documents - Notwithstanding any breach of this Contract by either Party nor the status of payment to the Consultant, nor the County's exercise of its rights of termination, it is hereby agreed between the Parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of the Consultant's services, or authorized by the County as a reimbursable expense, whether generated directly by the Consultant, or by or in

conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the County or Consultant, and wherever located shall be the property of the County.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 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 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, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

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 R2025-0748, as may be amended, the 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Consultant represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Consultant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Consultant retaliate against any person for reporting instances of such discrimination. The 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 discrimination. The 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. Consultant shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 25 - MODIFICATIONS OF WORK

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract or associated CSAs.

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall initiate a Contract amendment or supplement and the Consultant shall not commence work on any such change until such written amendment or supplement is signed by the Consultant and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Motasem Al-Turk, P.E.
Palm Beach County Engineering Department
2300 N. Jog Road Room 3rd Floor East
West Palm Beach, FL 33411

With copy to:

Yelizaveta B. Herman
Palm Beach County Attorney's Office

301 North Olive Avenue
West Palm Beach, FL 33401

26.2 If sent to the Consultant, notices shall be addressed to:

Godfrey Lamptey, P.E.
GOAL Associates, Inc.
14750 NW 77th Court, Suite 320
Miami Lakes, FL 33016

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Contract and associated CSAs sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the "Modifications of Work" article of this Contract.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The Consultant, Consultant's employees, subcontractors of Consultant and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as may be amended. The Consultant is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the 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 above referenced Resolutions, as amended. County staff representing the County department will contact the Consultant(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The 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 Consultant or its subcontractor(s) terminates an employee who has been issued a badge, the Consultant must notify the County within two (2) hours. At the time of termination, the Consultant shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Consultant if the Consultant 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact

the County regarding a terminated 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.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The Consultant shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Consultant is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the 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 section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by 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 section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, the Consultant shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The Consultant is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.

D. Upon completion of the Contract, the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has

familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 - COUNTERPARTS

This 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 Contract. The County may execute the Contract through electronic or manual means. Consultant shall execute by manual means only, unless the County provides otherwise.

ARTICLE 33 - 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 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 Contract are registered with the E-Verify System, and 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)(f), 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 Contract which requires a longer retention period.

County shall terminate this 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 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 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.

ARTICLE 34 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT

Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed **Exhibit C**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 36 - DIGITAL ACCESSIBILITY COMPLIANCE

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

ARTICLE 37 – PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Consultant hereby certifies to the County that Consultant does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

ARTICLE 38 – WAIVER OF JURY TRIAL

The Parties hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this Contract and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

ARTICLE 39 - DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to a directive by the Board of County Commissioners, the Disclosure of Ownership Interest affidavit, **Exhibit F,** must be completed by any business entity that seeks to do business with the County, when applicable. Disclosure does not apply to contracts $200,000 or less or to contracts awarded solely on the basis of sealed bids. Disclosure also does not apply to publicly traded corporations, nonprofit corporations, or government agencies.

ARTICLE 40 – ADDITIONAL REPORTING

The County requires the Consultant to track during the Contract, and report at the end of the Contract, the County of residence of the Consultant's employees and its subconsultants' employees. Consultant agrees to prepare and provide the required report with its request for final payment.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract for the Project, on behalf of the County, and Consultant has hereunto set its hand the day and year above written.

COUNTY:
APPROVED AS TO TERMS AND CONDITIONS

Motasem Al-Turk, P.E.
Director of Traffic

CONSULTANT:
GOAL Associates, Inc.

Godfrey Lamptey, PE, PTOE
President

(Corp. Seal)



ATTEST WITNESS:

Signature

Amazia Kiboko, PE, PTOE
Name (type or print)

Signature

Eva Francisco
Name (type or print)

{SIGNATURE PAGES CONTINUED}

ATTEST:
Shannon Ramsey-Chessman
Clerk of the Circuit Court & Comptroller
Ad Interim

_____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
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

_____
Sara Baxter, Mayor

(Seal)

EXHIBIT A

SCOPE OF WORK

The general scope of work consists of traffic signal engineering and inspection, services, and any other related services on a consultant services authorization (CSA) basis.

FEE SCHEDULE
TRAFFIC SIGNAL
PROFESSIONAL CONTINUING SERVICES CONTRACT
PROJECT NO. 2025053
PRIME CONSULTANT: **GOAL Associates, Inc.**

mc
9/15/2026

Firm	Job Class	Raw Rate	Multiplier	Loaded Rate
	Traffic Signal			
GOAL Associates, Inc.	Chief Engineer	$ 100.00	3.00	$ 300.00
	Senior Engineer	$ 95.00	3.00	$ 285.00
	Engineer	$ 74.52	3.00	$ 223.56
	Engineer Intern	$ 46.06	3.00	$ 138.18
	Engineering/CADD Technician	$ 40.38	3.00	$ 121.14
Colliers Engineering & Design, Inc.	Chief Engineer	$ 100.00	3.00	$ 300.00
	Senior Engineer	$ 89.71	3.00	$ 269.13
	Engineer	$ 69.67	3.00	$ 209.01
	Engineer Intern	$ 38.88	3.00	$ 116.64
	Engineering/CADD Technician	$ 41.00	3.00	$ 123.00
	Survey			
NV5 Geospatial, Inc.	Professional Land Surveyor	$ 71.50	3.00	$ 214.50
	Survey Technician	$ 35.00	3.00	$ 105.00
	CADD Technician	$ 41.00	3.00	$ 123.00
	Survey Crew (3 person)	$ 97.00	3.00	$ 291.00
	Survey Crew (2 person)	$ 71.00	3.00	$ 213.00
Zeman Consulting Group	Professional Land Surveyor	$ 68.81	3.00	$ 206.43
	Survey Technician	$ 35.00	3.00	$ 105.00
	CADD Technician	$ 40.00	3.00	$ 120.00
	Survey Crew (3 person)	$ 94.50	3.00	$ 283.50
	Survey Crew (2 person)	$ 67.50	3.00	$ 202.50
	Geotechnical			
H2R Corp	Senior Geotechnical Engineer	$ 82.60	3.00	$ 247.80
	Engineer	$ 71.00	3.00	$ 213.00
	Engineering/CADD Technician	$ 41.00	3.00	$ 123.00

FEE SCHEDULE
TRAFFIC SIGNAL
PROFESSIONAL CONTINUING SERVICES CONTRACT
PROJECT NO. 2025053
PRIME CONSULTANT: **GOAL Associates, Inc.**

Firm	Job Class	Raw Rate	Multiplier	Loaded Rate
	Structural			
Nisa Engineering LLC	Senior Engineer	$ 67.00	2.44	$ 163.48
	Engineer	$ 49.00	2.44	$ 119.56
	Subsurface Utility Locates			
NV5 Geospatial, Inc.	Professional Land Surveyor	$ 71.50	3.00	$ 214.50
	SUE Supervisor	$ 40.00	3.00	$ 120.00
	Subsurface Utility Mapping/Designation	$ 45.00	3.00	$ 135.00
	Survey/CADD Technician	$ 41.00	3.00	$ 123.00
Zeman Consulting Group	Professional Land Surveyor	$ 68.81	3.00	$ 206.43
	SUE Supervisor	$ 50.48	3.00	$ 151.44
	Subsurface Utility Mapping/Designation	$ 45.00	3.00	$ 135.00
	Survey/CADD Technician	$ 41.00	3.00	$ 123.00
	Reimbursable Services		**Unit**	**Rate**
NV5 Geospatial, Inc.	Soft Dig 3 Man Crew / Vacuum Excavation (includes staff & equipment)		1st Hole	$ 650.00
			Add'l Holes (EA)	$ 500.00
	Soft Dig 3 Man Crew (inc. Equipment)		Hour	$ 400.00
	3D Radar Crew (inc. Equipment)		Hour	$ 325.00
Zeman Consulting Group	Soft Dig 3 Man Crew / Vacuum Excavation (includes staff & equipment)		1st Hole	$ 650.00
			Add'l Holes (EA)	$ 500.00
	Soft Dig 3 Man Crew (inc. Equipment)		Hour	$ 350.00
	3D Radar Crew (inc. Equipment)		Hour	$ 223.50

EXHIBIT C

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of GOAL Associates, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Godfrey Lamptey, PE, PTOE / President
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this,

10th day of July 2026, by Godfrey Lamptey.

Personally known ☑ OR produced identification ☐.

Type of identification produced _____.

Eva Francisco
NOTARY PUBLIC

My Commission Expires: 07/10/2030

State of Florida at large

EVA FRANCISCO
MY COMMISSION # HH 791003
EXPIRES: July 10, 2030

(Notary Seal)

EXHIBIT D

AFFIRMATIVE PROCUREMENT INITIATIVES (APIs)

FOR PROFESSIONAL SERVICES CONTRACTS

The API(s) approved for this project are shown below. Any proposal/response/bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance and incorporated herein by reference. The Office of Small Business Development website at

https://discover.pbcgov.org/HED/osbd/Pages/default.aspx

includes all forms related to the EBO Program, including waiver forms and good faith documentation. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

SBE Evaluation Preference for SBE Participation (Contracts $500,000 or greater) (EBO Ordinance Section 2-80.27(3)(d) option 2)

15 Points (0 to 15%) total evaluation points shall be awarded based on the level of SBE dollar participation committed to on the prime respondent/bidder's team.

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to Professional Services Solicitations valued at $500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.

SBE Subcontracting Goals for Professional Services (EBO Ordinance Section 2-80.27(3)(e))

A 15% **SBE subcontracting** participation goal is established for this Contract.

The Consultant has agreed to provide **70% SBE Participation.**

A minimum mandatory goal of 15% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the SBD Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

OSBD SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Traffic Signal Design Annual Engineering Professional Continuing Services

SOLICITATION/PROJECT/BID NO.: 2025053

SOLICITATION OPENING/SUBMITTAL DATE: November 11, 2025

COUNTY DEPARTMENT: Roadway Production Division

Section A

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: GOAL Associates, Inc.

ADDRESS: 1601 Belvedere Road, E-300 West Palm Beach, FL 33406

CONTACT PERSON: Godfrey Lamptey, PE, PTOE

PHONE NO.: 786-600-3350

E-MAIL: godfrey.lamptey@goalassociates.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 64%

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE	SBE
☐	☑

Section B

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1. Colliers Engineering Design, Inc.	☑	☐	20%
2. H2R Corp	☐	☑	3%
3. Nisa Engineering, LLC	☑	☐	3%
4. NV5 Geospatial, Inc.	☑	☐	7%
5. Zeman Consulting Group, LLC	☐	☑	3%

(Please use additional sheets if necessary)

Total 36 %

Total Bid/Offer Price $ N/A

Total Certified SBE Participation $ 70%

I hereby certify that the above information is accurate to the best of my knowledge: Godfrey Lamptey, PE, PTOE — President

Name & Authorized Signature — Title

Note:

1. **The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.**
2. **Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please**
3. **Modification of this form is not permitted and will be rejected upon submittal.**
4. **If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.**

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025053

SOLICITATION/PROJECT NAME: Traffic Signal Design Annual Engineering Professional Continuing Services

Prime Contractor: GOAL Associates, Inc Subcontractor: _____

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 11/12/2024 - 11/11/2027

SBE PARTICIPATION – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
3.06	Traffic Operations Design				64%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 64%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

GOAL Associates, Inc
Print Name of Prime

By: _____
Authorized Signature

Godfrey Lamptey, PE, PTOE
Print Name

President
Title

Date: 07/10/2026

_____
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

_____
Print Name

_____
Title

Date: _____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025053

SOLICITATION/PROJECT NAME: Traffic Signal Design Annual Engineering Professional Continuing Services

Prime Contractor: GOAL Associates, Inc Subcontractor: Colliers Engineering & Design, Inc.

(Check box(s) that apply)

☐ SBE ■ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): N/A.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
3.06	Traffic Operations Design				20%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 20%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

GOAL Associates, Inc
Print Name of Prime

By: _____
Authorized Signature

Godfrey Lamptey, PE, PTOE
Print Name

President
Title

Date: 06/26/2026

Colliers Engineering & Design, Inc.
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Luis Costa, PE
Print Name

Geographic Discipline Leader
Title

Date: 6/25/2026

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025053

SOLICITATION/PROJECT NAME: Traffic Signal Design Annual Engineering Professional Continuing Services

Prime Contractor: GOAL Associates, Inc Subcontractor: H2R Corp

(Check box(s) that apply)

☑ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): 6/2025 – 6/2027

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
6.01	Geological and Geophysical Studies				2%
6.06	Geological Materials Testing				1%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 3%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

GOAL Associates, Inc
Print Name of Prime

By: _____
Authorized Signature

Godfrey Lamptey, PE, PTOE
Print Name

President
Title

Date: 06/26/2026

H2R Corp
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Yves Stanley Delmas
Print Name

CEO
Title

Date: 6.26.2026

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025053

SOLICITATION/PROJECT NAME: Traffic Signal Design Annual Engineering Professional Continuing Services

Prime Contractor: GOAL Associates, Inc Subcontractor: Nisa Engineering LLC

(Check box(s) that apply)

☐ SBE ■ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
10.01	Structural Engineering				3%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 3%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

GOAL Associates, Inc
Print Name of Prime

By: _____
Authorized Signature

Godfrey Lamptey, PE, PTOE
Print Name

President
Title

Date: 07/02/2026

Nisa Engineering LLC
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Khalid Motiwala
Print Name

President
Title

Date: 07/02/2026

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025053

SOLICITATION/PROJECT NAME: Traffic Signal Design Annual Engineering Professional Continuing Services

Prime Contractor: GOAL Associates, Inc Subcontractor: NV5 Geospatial, Inc

(Check box(s) that apply)

☐ SBE ■ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
5.02	Engineering Surveying Subsurface Utilities Locates				7%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 7%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____
Name of 2nd/3rd tier Subcontractor/subconsultant

GOAL Associates, Inc
Print Name of Prime

By: _____
Authorized Signature

Godfrey Lamptey, PE, PTOE
Print Name

President
Title

Date: 06/30/2026

NV5 Geospatial, Inc
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Robert Walpole, PE
Print Name

COO
Title

Date: 06/30/2026

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2025053

SOLICITATION/PROJECT NAME: Traffic Signal Design Annual Engineering Professional Continuing Services

Prime Contractor: GOAL Associates, Inc Subcontractor: Zeman Consulting Group LLC

(Check box(s) that apply)

■ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (If applicable): 9/2024 – 9/2027

SBE PARTICIPATION – **SBE Primes must document all work to be performed by their own work force on this form.** Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/ proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
5.02	Engineering Surveying and SUE				3%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 3%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

GOAL Associates, Inc
Print Name of Prime

By: _____
Authorized Signature

Godfrey Lamptey, PE, PTOE
Print Name

President
Title

Date: 07/01/2026

Zeman Consulting Group LLC
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Derek Zeman
Print Name

President
Title

Date: 7/01/2026

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

DISCLOSURE OF OWNERSHIP INTERESTS

TO: **PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

STATE OF FLORIDA, COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared Godfrey Lamptey, PE, PTOE, by means of __X__ physical presence OR _____ online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[] an individual *or*
[X] the __President of ___GOAL Associates, Inc_____. *[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]*. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1601 Belvedere Road, E-300 / West Palm Beach, FL 33406

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3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____

___Godfrey Lamptey, PE, PTOE, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of __X_ physical presence OR _____ online notarization this _10th_ day of _July_____, 20_26___, by ___Godfrey Lamptey, PE, PTOE____, [X] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

EVA FRANCISCO
MY COMMISSION # HH 791003
EXPIRES: July 10, 2030

_____
Notary Public

__Eva Francisco_____
(Print Notary Name)
State of Florida at Large
My Commission Expires: __07/10/2030

Exhibit F

DISCLOSURE OF OWNERSHIP INTERESTS

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	**Address**
Godfrey Lamptey, PE, PTOE	*4495 SW 176th Avenue, Miramar, FL 33029*
Marilyn Markwei , PE,	*17720 SW 41st Street, Miramar , FL 33029*

EBIX

Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00003622	GOAL Associates, Inc.	Modified	Compliant					2025053	Traffic Signal Engineering Professional Continuing Services
		A++g , XV	The Phoenix Insurance Company	6609a755857	8/21/2026	8/21/2027	Auto Liability		
		A++g , XV	The Phoenix Insurance Company	6609E755857	8/21/2026	8/21/2027	General Liability		
		Ag , XV	SiriusPoint America Insurance Company	provae000035701	7/1/2026	7/1/2027	Professional Liability		
		A++ , XV	Travelers Casualty and Surety Company of America	UBD2147767	7/1/2026	7/1/2027	Workers Comp		

Risk Profile : Standard - Professional Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

Engineering and Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbc.gov

Palm Beach County Board of County Commissioners
Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo

INTER-OFFICE COMMUNICATION

DATE: June 17, 2026

TO: Sara Baxter, Mayor
Members, Board of County Commissioners

THRU: Joanne M. Keller, P.E., Deputy County Engineer

FROM: Holly B. Knight, P.E., Contracts Section Manager
Roadway Production Division

RE: **June 15, 2026 Selection Committee Results**
Traffic Signal Engineering Professional Continuing Services Contract
On a Consultant Service Authorization (CSA) Basis
Project No.: 2025053

This Inter-Office Communication serves to advise you of the results of the above referenced Selection Committee meeting. Four teams presented to the Committee, and the top two were selected for the project. The Committee's evaluation of the presenting firms (see Attachments) resulted in the following ranking for the identified project:

1. **Simmons & White, Inc.**
   Brown & Phillips, Inc.
   Thomas Geotechnical Services, LLC
   GM2 Associates, Inc.
   Craig A. Smith & Associates, LLC

2. **GOAL Associates, Inc.**
   Colliers Engineering & Design, Inc.
   NV5 Geospatial, Inc.
   Zeman Consulting Group
   H2R Corp
   Nisa Engineering LLC

3. **R.J. Behar & Company, Inc.**
   Stanley Consultants, Inc.
   WGI, Inc.
   WIRX Engineering, LLC

"An Equal Opportunity Employer"
Official Electronic Letterhead

4. **Stanley Consultants, Inc.**
   R.J. Behar & Company, Inc.
   GCME, Inc.
   Craig A. Smith & Associates, LLC
   Ritzel- Mason, Inc.

In accordance with PPM# CW-O-048, the results of the referenced Selection Committee meeting are being sent to you for your information. Also, as prescribed in PPM # CW-O-048, negotiations will commence with the top ranked firm unless a written request to review the results is received within ten (10) business days of the date of this communication.

Attachments:

1. Compilation of Votes
2. Tally Summary Sheets
3. Selection Committee Meeting Minutes
4. Selection Committee Voting Ballots
5. Summary of Teams
6. OSBD Participation Evaluation Form
7. Sign-in Sheet

ec: with Attachments:
Joseph Abruzzo, County Administrator
Patrick Rutter, Chief Deputy County Administrator
David L. Ricks, P.E., County Engineer, Engineering and Public Works
Joanne M. Keller, P.E., Deputy County Engineer, Engineering and Public Works
Steven B. Carrier, P.E. Assistant County Engineer, Engineering and Public Works
Morton L. Rose, P.E., Director, Rdwy Production, Engineering and Public Works
Kathleen O. Farrell, P.E., Asst. Director, Rdwy Production, Eng. and Public Works
Holly B. Knight, P.E., Contracts Mgr, Roadway Production, Eng. and Public Works
May Cheng, Principal Professional Engineer, Traffic Division
Motasem Al-Turk, P.E., Director, Traffic Division
Colleen Flanagan, Technical Asst II, Roadway Prod. Div., Eng. and Public Works
Tiffany Thomas, Office of the Inspector General
Yelizaveta B. Herman, Assistant County Attorney
Brenda Znachko, Director, Contracts Development & Control
Henry Melendez, Senior Professional Engineer
Terry Newton, Small Business Development Specialist III, OSBD
File

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SELECTION COMMITTEE TALLY SHEET

Two (2) Firms to Provide: **All Engineering Services Required for:**
Traffic Signal Design Professional Continuing Services Contract

Project # **2025053**

Meeting Date: **June 15, 2026**
Meeting Time: **9:00 AM**

Selection Committee			Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
Chief Deputy County Administrator	*	**Patrick Rutter**	1	4	2	3
Sr. Professional Engineer, WUD	*	**Henry Melendez**	1	4	2	3
Director of CDC		**Brenda Znachko**	1	2	3	4
Director of Traffic Engineering	*	**Motasem Al-Turk**	1	4	2	3
Sm. Business Dev. Specialist, OSBD	*	**Terry Newton**	1	4	2	3
Project Manager		**May Cheng**	1	3	4	2
		Total	*6*	*21*	*15*	*18*
		Rank	1	4	2	3

6/16/26

Jarlante Battle, Secretary

FINAL SELECTION COMMITTEE SUMMARY OF VOTES

TOTAL POINTS

Total points awarded for all criteria.

MAX SCORE 100

Final Selection Committee	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
David Ricks	28	17	25	20
Patrick Rutter	28	17	25	20
Henry Melendez	28	17	25	20
Brenda Znachko	28	17	25	20
Motasem Al-Turk	28	17	25	20
Terry Newton	28	17	25	20
May Cheng	28	17	25	20

CRITERIA:

Ability, knowledge and past performance

MAX SCORE 35

Final Selection Committee	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
David Ricks	0	0	0	0
Patrick Rutter	0	0	0	0
Henry Melendez	0	0	0	0
Brenda Znachko	0	0	0	0
Motasem Al-Turk	0	0	0	0
Terry Newton	0	0	0	0
May Cheng	0	0	0	0

CRITERIA:

Approach, understanding, writen response, schedule

MAX SCORE 35

Final Selection Committee	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
David Ricks	0	0	0	0
Patrick Rutter	0	0	0	0
Henry Melendez	0	0	0	0
Brenda Znachko	0	0	0	0
Motasem Al-Turk	0	0	0	0
Terry Newton	0	0	0	0
May Cheng	0	0	0	0

FINAL SELECTION COMMITTEE SUMMARY OF VOTES

CRITERIA - POINTS FOR LOCATION OF OFFICES

MAX SCORE 3

Final Selection Committee	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
All committee members	3	3	3	2

CRITERIA - POINTS FOR STATE M/WBE

MAX SCORE 2

Final Selection Committee	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
All committee members	2	2	2	2

CRITERIA - POINTS FOR SBE

15% SBE and SBE Evaluation Preference

MAX SCORE 15

Final Selection Committee	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
All committee members	15	6	11	12

CRITERIA - POINTS FOR VOLUME OF WORK

MAX SCORE 10

Final Selection Committee	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
All committee members	8	6	9	4

FINAL SELECTION COMMITTEE MEETING MINUTES

Traffic Signal Engineering
Professional Continuing Services Contract
Project No. 2025053

June 15, 2026
Called to Order: 9:03am
Adjourned: 11:45am
Vista Center Building Room 3W-12

MEMBERS PRESENT:

Motasem Al-Turk, P.E.*	- Director, Traffic, Engineering and Public Works
Patrick Rutter**	- Chief Deputy County Administrator
Henry Melendez, P.E. ***	- Sr. Prof. Engineer, Water Utilities Department
Brenda Znachko	- Director, Contract Development and Control, OFMB
Terry Newton ****	- Sm. Business Dev. Specialist., OSBD
May Cheng	- Project Manager, Engineering and Public Works

* denote any delegated votes here

* - David Ricks, P.E.	- County Engineer , Engineering and Public Works
**- Joseph Abruzzo	- County Administrator
***- Ali Bayat, P.E.	- Director, Water Utilities Department
****- Layren Calvo	- Division Director, OSBD

DISCUSSION:

Quorum is present represented by a minimum of four members at least two of which are engineers.

The Final Selection Committee was called to order by Motasem Al-Turk, P.E., Director, Traffic, Engineering and Public Works. It was stated that the committee would be selecting 2 firms for professional engineering consulting services for The Traffic Signal Engineering Professional Continuing Services Contract.

The meeting was opened up the meeting for public comments, public was present but none had questions or comments.

Opening discussion identifying and outlining the project requirements was given by May Cheng, P.E., Principal Professional Engineer, Engineering and Public Works The outline stated what the work entailed, and what the committee should be looking for in the presentations by the firms.

The order of business was to select two consultants.

Each consultant made a presentation of their qualifications before the Final Selection Committee

and answered questions from committee members.

At the end of the presentations Motasem Al-Turk, P.E., Director, Traffic, Engineering and Public Works stated that the public is welcome to sit and observe the discussions. Public was present.

Committee discussed each presentation and the project and then voted.

RESULTS:

The Final Selection Committee voting resulted in the following ranking order of the consultants:

1. Simmons & White, Inc. [Selected Firm]
2. GOAL Associates, Inc. [Selected firm]
3. R.J. Behar & Company, Inc.
4. Stanley Consultants, Inc.

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Two (2) Firms to Provide:	**All Engineering Services Required for: Traffic Signal Design Professional Continuing Services Contract** ✓
Project #	**2025053**
Meeting Date:	**6/15/2026**
Meeting Time:	**9:00:00 AM**

Criteria	Max Score	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the project.	35	32	31	32	31
Approach to the project, understanding of the project and quality of written response, including meeting schedule requirements.	35	32	32	32	32
Subtotal	*70*	64	63	64	63
Location of the firm's offices where work will be accomplished.	3	3	3	3	2
State Certified MWBE	2	2	2	2	2
SBD Program Evaluation preference as applied by the GSC. APIs for this contract are: 15% SBE and SBE Evaluation Preference	15	15	6	11	12
Volume of previous work awarded by the County over the past 4 years. *(The firm with the most work receives the lowest score.)*	10	8	6	9	4
Subtotal	*30*	*28*	*17*	*25*	*20*
Total	*100*	92	80	89	83
Rank		1	4	2	3

Member's Name: Patrick Rutter

Member's Signature: Pat

Two (2) Firms to Provide:	**All Engineering Services Required for:**
	Traffic Signal Design Professional Continuing Services Contract
Project #	**2025053**
Meeting Date:	**6/15/2026**
Meeting Time:	**9:00:00 AM**

Criteria	Max Score	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the project.	35	32	33	32	34
Approach to the project, understanding of the project and quality of written response, including meeting schedule requirements.	35	32	33	32	34
Subtotal	***70***	64	66	64	68
Location of the firm's offices where work will be accomplished.	3	3	3	3	2
State Certified MWBE	2	2	2	2	2
SBD Program Evaluation preference as applied by the GSC. APIs for this contract are: 15% SBE and SBE Evaluation Preference	15	15	6	11	12
Volume of previous work awarded by the County over the past 4 years. *(The firm with the most work receives the lowest score.)*	10	8	6	9	4
Subtotal	***30***	***28***	***17***	***25***	***20***
Total	***100***	92	83	89	88
Rank		1	4	2	3

Member's Name: Henry Melendez

Member's Signature: [signature] : 6/15/2026

Attachment 3
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Two (2) Firms to Provide:	**All Engineering Services Required for: Traffic Signal Design Professional Continuing Services Contract**
Project #	**2025053**
Meeting Date:	**6/15/2026**
Meeting Time:	**9:00:00 AM**

Criteria	Max Score	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the project.	35	35	35	30	30
Approach to the project, understanding of the project and quality of written response, including meeting schedule requirements.	35	35	35	30	30
Subtotal	***70***				
Location of the firm's offices where work will be accomplished.	3	3	3	3	2
State Certified MWBE	2	2	2	2	2
SBD Program Evaluation preference as applied by the GSC. APIs for this contract are: 15% SBE and SBE Evaluation Preference	15	15	6	11	12
Volume of previous work awarded by the County over the past 4 years. *(The firm with the most work receives the lowest score.)*	10	8	6	9	4
Subtotal	***30***	***28***	***17***	***25***	***20***
Total	***100***	98	87	95	80
Rank		1	2	3	4

Member's Name: Brenda Zrachek

Member's Signature:

Two (2) Firms to Provide:	**All Engineering Services Required for: Traffic Signal Design Professional Continuing Services Contract** ✓
Project #	**2025053**
Meeting Date:	**6/15/2026**
Meeting Time:	**9:00:00 AM**

Criteria	Max Score	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the project.	35	35	35	35	35
Approach to the project, understanding of the project and quality of written response, including meeting schedule requirements.	35	35	30 mw	30 mw	30 mw
Subtotal	***70***				
Location of the firm's offices where work will be accomplished.	3	3	3	3	2
State Certified MWBE	2	2	2	2	2
SBD Program Evaluation preference as applied by the GSC. APIs for this contract are: 15% SBE and SBE Evaluation Preference	15	15	6	11	12
Volume of previous work awarded by the County over the past 4 years. *(The firm with the most work receives the lowest score.)*	10	8	6	9	4
Subtotal	***30***	***28***	***17***	***25***	***20***
Total	***100***	98	82	90	85
Rank		1	4	2	3

Member's Name: Motasem Al-Turk

Member's Signature: Motasem Alturk

Two (2) Firms to Provide:	**All Engineering Services Required for: Traffic Signal Design Professional Continuing Services Contract**
Project #	**2025053**
Meeting Date:	**6/15/2026**
Meeting Time:	**9:00:00 AM**

Criteria	Max Score	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the project.	35	33	32	30	32
Approach to the project, understanding of the project and quality of written response, including meeting schedule requirements.	35	32	30	32	31
Subtotal	***70***	65	62	62	63
Location of the firm's offices where work will be accomplished.	3	3	3	3	2
State Certified MWBE	2	2	2	2	2
SBD Program Evaluation preference as applied by the GSC. APIs for this contract are: 15% SBE and SBE Evaluation Preference	15	15	6	11	12
Volume of previous work awarded by the County over the past 4 years. *(The firm with the most work receives the lowest score.)*	10	8	6	9	4
Subtotal	***30***	***28***	***17***	***25***	***20***
Total	***100***	93	79	87	83
Rank		(1)	(4)	(2)	(3)

Member's Name: Terry Newton

Member's Signature:

Attachment 3
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Two (2) Firms to Provide:	**All Engineering Services Required for: Traffic Signal Design Professional Continuing Services Contract**
Project #	**2025053**
Meeting Date:	**6/15/2026**
Meeting Time:	**9:00:00 AM**

Criteria	Max Score	Simmons & White, Inc.	Stanley Consultants, Inc.	GOAL Associates, Inc.	R.J. Behar & Company, Inc.
Ability, knowledge of design criteria and past performance of firm and the designated project team to satisfy the requirements of the project.	35	35	33	30	33
Approach to the project, understanding of the project and quality of written response, including meeting schedule requirements.	35	34	34	28	33
Subtotal	***70***	69	67		
Location of the firm's offices where work will be accomplished.	3	3	3	3	2
State Certified MWBE	2	2	2	2	2
SBD Program Evaluation preference as applied by the GSC. APIs for this contract are: 15% SBE and SBE Evaluation Preference	15	15	6	11	12
Volume of previous work awarded by the County over the past 4 years. *(The firm with the most work receives the lowest score.)*	10	8	6	9	4
Subtotal	***30***	***28***	***17***	***25***	***20***
Total	***100***	97	84	83	~~88~~ 86
Rank		1	3	4	2

Member's Name: May Chan

Member's Signature:

SELECTION COMMITTEE CONSULTANT SUMMARY

Two (2) Firms to Provide: Professional Engineering Consulting Services for Traffic Signal Engineering Professional Continuing Services Contract on a Consultant Service Authorization (CSA) Basis

Project No: 2025053

SBD API's: 15% Minimum mandatory SBE & SBE Evaluation Preference (Option 2)

Meeting Date: 15-Jun

Meeting Time: 9:00 A.M.

TEAM				LOCATION		SBD			VOLUME OF PREVIOUS WORK		
Team Members	Services Provided (PBC CCNA Categories)	% Work on Project	Notes	% Work in PBC	Points (3 max)	SBE	FL M/WBE (2 max)	Points (17 max)	Fee Considered	Pro-Rated Fee *	Points (10 max)
GOAL Associates, Inc.	3.06	64%		60%		64.0	64.0		$121,376	$77,680	
Colliers Engineering & Design, Inc.	3.06	20%		20%					$323,842	$64,768	
NV5 Geospatial, Inc.	5.02, SUE	7%	10	0%					$10,112	$708	
Zeman Consulting Group	5.02, SUE	3%		3%		3.0			$610,525	$18,316	
H2R Corp	6.01, 6.06	3%		3%	3	3.0		13	$0	$0	9
Nisa Engineering LLC	10.01	3%		3%			3.0		$0	$0	
		100%		89%		70.0%	67.0%			$161,472	
						11	2				
R.J. Behar & Company, Inc.	3.06, 10.01	70%	1, 13	30%		70.0	70.0		$1,279,580	$895,706	
Stanley Consultants, Inc.	3.06	15%	1, 13	15%					$651,756	$97,763	
WGI, Inc.	5.02, SUE	10%		10%					$662,152	$66,215	
WIRX Engineering, LLC	6.01, 6.06	5%		5%	2	5.0	5.0	14	$118,144	$5,907	4
		100%		60%		75.0%	75.0%			$1,065,592	
						12	2				
Simmons & White, Inc.	3.06	70%		70%		70.0	70.0		$173,520	$121,464	
Brown & Phillips, Inc.	5.02	7%	13	7%		7.0	7.0		$774,816	$54,237	
Thomas Geotechnical Services, LLC	6.01, 6.06	8%		8%		8.0	8.0		$142,580	$11,406	
GM2 Associates, Inc.	10.01	8%		8%	3			17	$964,301	$77,144	8
Craig A. Smith & Associates, LLC	SUE	7%		7%		7.0			$56,228	$3,936	
		100%		100%		92.0%	85.0%			$268,188	
						15	2				

SELECTION COMMITTEE CONSULTANT SUMMARY

Two (2) Firms to Provide: Professional Engineering Consulting Services for Traffic Signal Engineering Professional Continuing Services Contract on a Consultant Service Authorization (CSA) Basis

Project No: 2025053

SBD APP's: 15% Minimum mandatory SBE & SBE Evaluation Preference (Option 2)

Meeting Date: 15-Jun

Meeting Time: 9:00 A.M.

TEAM				LOCATION		SBD			VOLUME OF PREVIOUS WORK		
Team Members	Services Provided (PBC CCNA Categories)	% Work on Project	Notes	% Work in PBC	Points (3 max)	SBE	FL M/WBE (2 max)	Points (17 max)	Fee Considered	Pro-Rated Fee *	Points (10 max)
Stanley Consultants, Inc.	3.06, ~~(10.01)~~	65%	1, 10, 13	65%					$651,756	$423,641	
R.J. Behar & Company, Inc.	3.06, 10.01	15%	1, 13	10%		15.0			$1,279,580	$191,937	
GCME, Inc.	6.01, 6.06	10%	13	10%		10.0	10.0		$266,579	$26,658	
Craig A. Smith & Associates, LLC	5.02	5%	7	5%	3	5.0		8	$56,228	$2,811	6
Ritzel-Mason, Inc.	5.02	5%	13	5%		5.0			$574,417	$28,721	
* - Did not define who would perform SUE		108%		95%		35.0%	10.0%			$673,769	
						6	2				

Prime Categories	Subcategories
3.06 - Traffic Operation Design	5.02 - Engineering Surveying
	6.01 - Geological and Geophysical Studies
	6.06 - Materials Testing
	10.01 - Structural Engineering
	SUE - Subsurface Utility Engineering/Locates

Notes

* Pro Rated Fee = Previous Work Amount multiplied by the % of work on the project

1 - Prime and Sub on different teams
2 - Unrequested Service
3 - Incomplete Team
4 - Did not meet mandatory RBO requirement
5 - Prime is doing less than 50% of the work
6 - Prime does not have at least one prime category
7 - Errors or Blanks on Questionnaires or Forms Missing
8 - Not registered in VSS
9 - SF 330 Missing or Incomplete
10 - Errors on Summary Chart at End of Letter (i.e. blanks, TBD instead of value, incorrect company name)
11 - Not CCNA Certified in a category they propose to provide
12 - Firm has provided a disclosure of a conflict
13 - CCNA Certification is older than 3 years *(as of the RFP due date)*

SBE PARTICIPATION EVALUATION FORM

DATE SENT: 11/20/25	**CONTRACTS MANAGER: Holly Knight, PE**
PROJECT #: 2025053	**PROJECT NAME: CCNA - TRAFFIC SIGNAL ENGINEERING PROFESSIONAL CONTINUING SERVICES (CSA)**
USER DEPARTMENT:	**SOLICITATION OPENING DATE: 11/18/25**
GSC ESTABLISHED API : 15% SBE GOAL & SBE Evaluation Preference (Option 2)	

KEY(S) FOR DETERMINATIONS:

(1) YES
(2) NO
(3) NOT APPLICABLE

Respondents with an asterisk (*) did not submit schedules.

RESPONDENTS	RESPONDENT IS A CERTIFIED SBE	IF GOAL APPLIES, RESPONDENT IS RESPONSIVE	PERCENTAGE OF SBE UTILIZATION	EVALUATION PREFERENCE POINTS
CHA Consulting, Inc.	2	1	20%	3/15
Erdman Anthony of Florida, Inc	2	1	25%	4/15
GOAL Associates, Inc.	1	1	70%	11/15
HBC Engineering Company	1	1	90%	15/15
Metric Engineering, Inc.	2	2	00%	0/15
R.J. Behar & Company, Inc.	1	1	75%	12/15
Simmons & White, Inc.	1	1	92%	15/15
Stanley Consultants	2	1	35%	6/15

EVALUATION NOTES: Metric Engineering, Inc noted "*TBD*" on all Schedule 1s & 2s and did not have any SBE participation as required by the minimum mandatory goal (15%).

Evaluated By: Terry Newton

Signature: Terry Newton

Date: 12/9/2025

Approved by: Allen Gray

Signature: Allen Gray

Date: 12-31-2025

*Rev.: 06.05.25 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

Prime Respondent: CHA Consulting, Inc.	Certification Status	Expiration Date	Bid Amount/Price/Percent:
	Non-SBE	n/a	Bid Amount 43% Amount Less Contingency
Subcontractor/Sub consultant Name			**Supplier**
Avirom & Associates, Inc	*SBE*	*4/20/28*	8% ☐
Gannett Fleming, Inc	Non-SBE	n/a	14%
Manuel G. Vera & Associates, Inc	Non-SBE	n/a	4%
R. J. Behar & Company, Inc	*SBE*	*3/27/28*	12%
Scalar Consulting Group, LLC	Non-SBE	n/a	8%
Tierra South Florida, Inc	Non-SBE for CCNA Category/Industry	n/a	4%
TRACE Consultants, Inc	Non-SBE	n/a	7%
	TOTAL SBE PARTICIPATION		20%

Evaluation Comments: CHA Consulting, Inc (RESPONSIVE)

Prime Respondent: Erdman Anthony of Florida, Inc	Certification Status	Expiration Date	Bid Amount/Price/Percent:
	Non-SBE	n/a	Bid Amount 75% Amount Less Contingency
Subcontractor/Sub consultant Name			**Supplier**
Ritzel-Mason, Inc	*SBE*	*4/9/28*	5% ☐
R. J. Behar & Company, Inc	*SBE*	*3/27/28*	10%
GCME, Inc	*SBE*	*11/7/26*	10%
	TOTAL SBE PARTICIPATION		25%

Evaluation Comments: Erdman Anthony of Florida, Inc (RESPONSIVE)

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: GOAL Associates, Inc	*SBE*	11/11/2027	Bid Amount 64% Amount Less Contingency	
Subcontractor/Sub consultant Name				**Supplier**
Colliers Engineering & Design, Inc.	Non-SBE	n/a	20%	☐
H2R Corp	*SBE*	*5/6/28*	3%	
Nisa Engineering LLC	Non-SBE	n/a	3%	
NV5 Geospatial	Non-SBE	n/a	7%	
Zeman Consulting Group (blank QA)	*SBE*	*9/15/27*	3%	
	TOTAL SBE PARTICIPATION		70%	

Evaluation Comments: GOAL Associates, Inc (RESPONSIVE)

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: HBC Engineering Company	*SBE*	*5/23/2028*	Bid Amount 85% Amount Less Contingency	
Subcontractor/Sub consultant Name				**Supplier**
Imhotep Engineering Services, LLC	*SBE*	*7/17/28*	5%	☐
Atwell, LLC	Non-SBE	n/a	5%	
Tierra South Florida, Inc	Non-SBE for CCNA Category/Industry	n/a	5%	
	TOTAL SBE PARTICIPATION		90%	

Evaluation Comments: HBC Engineering Company (RESPONSIVE)

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Metric Engineering, Inc	Non-SBE	n/a	Bid Amount TBD Amount Less Contingency	
Subcontractor/Sub consultant Name				**Supplier**
Triune Infrastructure Group, LLC	Non-SBE	n/a	TBD	☐
Manuel G. Vera & Associates, Inc	Non-SBE	n/a	TBD	
WGI, Inc	Non-SBE	n/a	TBD	
NADIC Engineering Services Incorporated	Non-SBE	n/a	TBD	
Tierra South Florida, Inc.	Non-SBE for CCNA Category/Industry	n/a	TBD	
Robert's Consulting Services, Inc.	Non-SBE	n/a	TBD	
ASA Consultants, Inc.	Non-SBE	n/a	TBD	
Marr Traffic, Inc.	Non-SBE	n/a	TBD	
Bayer United Engineering Consultants, LLC	Non-SBE	n/a	TBD	
AllBright Engineering, Inc.	Non-SBE	n/a	TBD	
Media Relations Group, LLC	Non-SBE	n/a	TBD	
	TOTAL SBE PARTICIPATION		00%	

Evaluation Comments: **Metric Engineering, Inc (NON-RESPONSIVE)**

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: R. J. Behar & Company, Inc	*SBE*	*3/27/28*	**Bid Amount** 70% **Amount Less Contingency**	
Subcontractor/Sub consultant Name				**Supplier**
Stanley Consultants, Inc.	Non-SBE	n/a	15%	☐
WGI, Inc.	Non-SBE	n/a	10%	
WIRX Engineering, LLC	*SBE*	*4/16/26*	5%	
	TOTAL SBE PARTICIPATION		75%	

Evaluation Comments: **R. J. Behar & Company, Inc (RESPONSIVE)**

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Simmons & White, Inc	*SBE*	*8/19/2027*	Bid Amount 70% Amount Less Contingency	
Subcontractor/Sub consultant Name				**Supplier**
Brown & Phillips, Inc. (survey)	*SBE*	*1/30/28*	7%	☐
Thomas Geotechnical Services, LLC (Geotech)	*SBE*	*5/3/28*	8%	
GM2 Associates, Inc	**Non-SBE**	**n/a**	**8%**	
Craig A. Smith & Associates, LLC	*SBE*	*2/12/28*	7%	
	TOTAL SBE PARTICIPATION		92%	

Evaluation Comments: Simmons & White, Inc (RESPONSIVE)

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Stanley Consultants Inc	Non-SBE	n/a	Bid Amount **65%** Amount Less Contingency	
Subcontractor/Sub consultant Name				**Supplier**
Craig A. Smith & Associates, LLC (survey, map, SUE)	*SBE*	*2/12/28*	5%	☐
GCME, Inc. (Geotech serv)	*SBE*	*11/7/26*	10%	
Ritzel-Mason, Inc (eng. Survey)	*SBE*	*4/9/28*	5%	
R.J. Behar & Company, Inc. (traffic Des/Struct Eng)	*SBE*	*3/27/28*	15%	
	TOTAL SBE PARTICIPATION		**35%**	

Evaluation Comments: Stanley Consultants, Inc (RESPONSIVE)

SELECTION COMMITTEE MEETING

Palm Beach County Engineering Department

Two (2) Firms - to provide all engineering services required for the preparation of plans and specifications complete for formal advertising and receipt of bids for:

Traffic Signal Engineering Professional Continuing Services Contract

Project No. 2025053

June 15, 2026

Name	Organization	Phone	Email
Patricia Rutter	PBC Admin.	355 2034	prutter@pbc.gov.
Terry Newton	PBC OSBD	616-7094	tnewton@pbc.gov
Brenda Znachko	PBC/OFMB	561 355 4115	bznachko@pbc.gov
Henry Melendez	WUD/Eng	(561) 493-6120	hmelendez@pbcwater.com
May Chang	PBC	(561) 684-4030	mchang@pbc.gov.
Mo Al-Turk	PBC Traf.	684-4030	moalturk@pbc.gov
Holly Knight	PBC-Eng	684-4150	hknight@pbc.gov
Jimmie Battle	Traffic-Eng	561-684-4030	jbattle1@pbc.gov
Peter Birkett	Eng	561-684-4700	pbirkett@pbc.gov