



June 11, 2019

Bolton Perez & Associates, Inc.
7205 Corporate Center Drive, Suite 201
Miami, Florida 33126
Attn: Mr. Joaquin Perez, P.E., President

**RE: INTERSECTION IMPROVEMENTS ANNUAL SERVICES
CONTRACT ON A WORK TASK ORDER BASIS
RESOLUTION NO.: R2017-0778
CONTRACT DATED: JUNE 20, 2017**

Mr. Perez:

Please find attached your Third Amendment to the assigned contract for the above referenced Annual Service Renewal, which was approved by the Board of County Commissioners (Board) on June 4, 2019 (R2019-0711).

The County User Departments will be in touch with you when your services are required.

If you have any questions, please feel free to contact me, at 561-684-4122.

Sincerely,

Holly B. Knight, P.E.
Contracts Section Manager

HBK:jd

Attachment

- pc: Administrative Services, Fiscal (NTP)
CCNA File (w/original)
Roadway Project File
- ec: Allen F. Gray, Office of Small Business Assistance
Angela Smith, Office of Small Business Assistance
Sabrina L. Hoffman, Grants, Contracts, and Compliance, Finance Department
Tracy L. Ramsey, Grants, Contracts, and Compliance, Finance Department
Susan C. Brown, Assistant Manager- Finance Services, Finance Department
Mark Tomlinson, Director, Construction Coordination
Fernando DelDago, Director of CID, Facilities Development and Operations
James Stiles, Director of Water Utilities
Deborah L. Drum, Director of E.R.M
Bruce Pelly, Director of Airports
Omelio A. Fernandez, P.E., Director, Roadway Production Division
Morton L. Rose, P.E., Assistant Director, Roadway Production Division
Holly Knight, P.E., Contracts Section Manager, Roadway Production Division
Vanessa Jagoo, TA III, Roadway Production Division
JaeAnn Dean, TA II, Roadway Production Division
Collen Flanagan, TA I, Roadway Production Division

**Department of Engineering
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

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**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

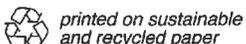
Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



R2019 0711

JUN 04 2019

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

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

W I T N E S S E T H

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

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

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

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

WHEREAS, the CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the Board of County Commissioners; and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

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

7.8 - SUBCONTRACTING

7.8.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in

order to make a determination as to the capability of the subcontractor to perform properly under this CONTRACT. The ANNUAL CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ANNUAL CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

7.8.1.1 If a subcontractor fails to perform or make progress, as required by this CONTRACT, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ANNUAL CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

7.8.2 EQUAL BUSINESS OPPORTUNITY ORDINANCE

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

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

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

SBE Subcontracting Goal for Professional Services

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

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

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

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

ANNUAL CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the ANNUAL CONSULTANT. In the event of a disputed invoice, the ANNUAL CONSULTANT shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

ii. ANNUAL CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

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

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

7.13 Access and Audits

The ANNUAL CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and perform the work for at least four (4) years after final payment and release of retainage or termination of the CONTRACT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ANNUAL CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ANNUAL CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

Section 12 – Non-discrimination

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

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

12.2 As a condition of entering into this CONTRACT, the ANNUAL CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the ANNUAL CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the ANNUAL CONSULTANT retaliate against any person for reporting instances of such discrimination. The ANNUAL CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The ANNUAL CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this CONTRACT and may result in termination of this CONTRACT, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

ANNUAL CONSULTANT shall include this language in its subcontracts.

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

Section 23 – VSS Registration Required

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

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

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

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the CONTRACT (R2017-0778) to be executed and sealed this day of JUN 04 2019, 2019.

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

ANNUAL CONSULTANT:
Bolton Perez & Associates, Inc.

R2019 0711

BY: *Mack Bernard*
Mack Bernard, Mayor

SEAL

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

CORPORATE SEAL



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

ATTEST WITNESS:

BY: *Tracey Powell*
(Print Name)
Tracey Powell
(Signature)

BY: *Jennifer Bolton*
(Print Name)
Jennifer Bolton
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: *Vivian Perez*
(Print Name)
Vivian Perez
(Signature)

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

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: *Yelizaveta B. Herman*
Yelizaveta B. Herman,
Assistant County Attorney

28-Feb-19



Rates OK HK

Exhibit B3

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

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

* No change

Joaquin Perez

Joaquin Perez, PE - President

February 28, 2019

DESCRIPTIONS (Continued from Page 1)

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