May 7, 2018

HSQ Group, Inc.
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431
Attn: Mr. Nour Shehadeh, Vice President

RE: INTERSECTION IMPROVEMENTS ANNUAL SERVICES CONTRACT ON A WORK TASK ORDER BASIS RESOLUTION NO.: R2017-0779 CONTRACT DATED: JUNE 20, 2017

Mr. Shehadeh:

This letter serves as your “Notice to Proceed” with the above referenced Annual Service Renewal, which was approved by the Board of County Commissioners (Board) on May 1, 2018 (R2018-0635).

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 Holly B. Knight, at 561-684-4122.

Sincerely,

Omelio A. Fernandez, P.E., Director
Roadway Production Division

Attachment

pc: Administrative Services, Fiscal (NTP)
Contract Development & Control
Office of Small Business Assistance
Finance Department
CCNA File (w/original)
John Chesher, Director, Capital Improvements
James Stiles, Director, Water Utilities
Deborah L. Drum, Director of E.R.M
Bruce Pelly, Director, Department of Airports

ec: Omelio A. Fernandez, P.E., Director, Roadway Production Division
Morton L. Rose, P.E., Assistant Director, Roadway Production Division
Holly B. Knight, P.E., Contracts Section Manager, Roadway Production Division
Vanessa Jagoo, TA III, Roadway Production Division

F:\ROADWAY\CCNA\Annuals\Intersection\HSQ\2018\ANNUAL_RENEWAL_NTP_BCC.doc
FIRST AMENDMENT TO THE ANNUAL INTERSECTION IMPROVEMENTS
CONTRACT NO. R2017-0779
DATED JUNE 20, 2017, BY AND BETWEEN
HSQ GROUP, INC. AND PALM BEACH COUNTY

THIS FIRST AMENDMENT to the Annual Intersection Improvements Contract dated June 20, 2017, (R2017-0779), hereinafter "CONTRACT" by and between HSQ Group, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

WITNESSETH

WHEREAS, on June 20, 2017, the CONSULTANT and COUNTY entered into a twelve month Annual Intersection Improvements Contract for engineering services and other related tasks throughout Palm Beach County; and

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

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from June 19, 2018 to June 19, 2019, with all original terms, conditions and unit prices adhered to; and

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

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the CONTRACT to the revised Fee Schedule provided by the CONSULTANT dated January 16, 2018, and attached hereto as Exhibit B1; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to add to the CONTRACT SECTION 22 – ADDITIONAL REPORTING.

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 CONSULTANT warrants and represents that 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 and expression, or genetic information pursuant to Palm Beach County Resolution R-2017-1770, as may be amended.

3. Add the following: SECTION 22 – ADDITIONAL REPORTING

COUNTY requires 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.

4. The CONTRACT, dated June 20, 2017, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from June 19, 2018 to June 19, 2019.

5. The Fee Schedule shown as Exhibit B in the Original Contract is hereby modified as shown in the revised Fee Schedule provided by the CONSULTANT dated January 16, 2018, and attached hereto as Exhibit B1.

6. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.

7. Except as provided herein, all other provisions of the Annual Intersection Improvements Contract dated June 20, 2017, hereby confirmed shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have caused this Amendment to the Annual Intersection Improvements Contract (R2017-0779) to be executed and sealed this _____ day of ________________, 20__.  

OWNER:  
Palm Beach County, Florida, a Political Subdivision of the State of Florida  

BOARD OF COUNTY COMMISSIONERS  
BY:  
Melissa McKinlay, Mayor  

CONSULTANT:  
HSQ Group, Inc. a Florida Corporation  

BY:  
Nour Shehadeh, P.E., Vice President  

SEAL  

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

BY:  
(Print Name)  
(Signature)  

APPROVED AS TO TERMS AND CONDITIONS:  

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

APPROVED AS TO FORM & LEGAL SUFFICIENCY:  

BY:  
Yelizaveta B. Herman, Assistant County Attorney-II  

CORPORATE SEAL  

ATTEST WITNESS:  
BY:  
Jay Huebner, P.E.  
(Print Name)  
(Signature)  

BY:  
BethAnn Shay  
(Print Name)  
(Signature)
January 16, 2018
Ms. JaeAnn Dean, Technical Assistant I
Roadway Production Division / CCNA Section
2300 N. Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

Re: Intersection Improvements Annual Services.

Dear Ms. Dean:

The following is a list of new pay rates for HSQ Group, Inc. concerning the above referenced project. Please note that we do not use the same categories the County uses, however, the following rates match the County's categories as close as possible.

**Fee Schedule effective dates from June 20, 2018 to June 19, 2019**

- Engineer Intern (entry level with engineering degree) $32.18 /hour
- Project Engineer $42.23/hour
- Project Manager (PE w/5+ years of post-registration) $51.50 /hour
- Senior Engineer (PE w/10+ years of post-registration experience) $58.35 /hour

**Survey Rate schedule**

- Two-man crew $52.50/hour
- Senior surveyor and mapper $58.35/hour
- Surveyor and mapper $47.35/hour
- Survey technician $29.40/hour

The existing current multiplier is **2.749**, as per the original contract.

Should you have any questions please do not hesitate to call me. We look forward to working with you on this project.

Sincerely,

HSQ Group, Inc.

[Signature]

Nour Shehadeh, P.E.
Vice President
# Certificate of Liability Insurance

**Certificate Number:** 21SBAJG1445  
**Policy Number:** 10/17/2017  
**Policy Ext:** 10/17/2018  
**Policy Eff:** 10/17/2017  
**Limits:**  
- Commercial General Liability: 2,000,000
- UMBRIIA Liability: 1,000,000

**Coverages:**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Occur</th>
<th>Policy Eff</th>
<th>Policy Ext</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>X COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td>10/17/2017</td>
<td>10/17/2018</td>
<td>2,000,000</td>
</tr>
<tr>
<td>X UMBRIIA LIABILITY</td>
<td></td>
<td>10/17/2017</td>
<td>10/17/2018</td>
<td>1,000,000</td>
</tr>
<tr>
<td>X AUTOMOBILE LIABILITY</td>
<td></td>
<td>10/17/2017</td>
<td>10/17/2018</td>
<td>1,000,000</td>
</tr>
</tbody>
</table>

**Important:**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate holder is not a party to the insurance agreement. This certificate does not establish, nor does it affect the terms or conditions of the insurance agreement. This certificate does not extend, renew, nor alter the coverage afforded by the policies below.

**Contact Information:**

- **Name:** Ms. J. M. McNeilly (305) 822-7800  
- **Address:**  
- **Insurance Company:** Argonaut Insurance Company

**Description of Operations:**

- **Prof Lab Claim Made:** IAEO197350  
- **Deductible:** $20,000  
- **Claim:** 06/03/2017  
- **Aggregate:** 06/03/2018

**Certificate Holder:**

- **Palm Beach County:**
  - c/o Insurance Tracking Services, Inc. (ITS)
  - P.O. Box 20220
  - Long Beach, CA 90801
  - **Authorized Representative:**

**Cancellation:**

- **Notice:** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/05/2018

PRODUCER
State Farm
Marion Fazio
805 George Bush Blvd
Deiray Beach FL 33483

INSURED
HSQ GROUP
1489 W PALM PK RD STE 340
BOCA RATON FL 33486

NAME/ADDRESS
Marion Fazio
5812760330
5812760060

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>1</td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>1</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>1</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>1</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>1</td>
</tr>
<tr>
<td>Authorized Representative</td>
<td>1</td>
</tr>
</tbody>
</table>

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Palm Beach County
CIO Insurance Tracking Services Inc. (TS)
PO BOX 202701
Long Beach, CA 90801

© 1988-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER: Aon Risk Services, Inc of Florida

CONTACT: Aon Risk Services, Inc of Florida

INSURED: AON Total Source CO, Inc.

COVERAGE NUMBER: 1673074

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY LIMIT</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WORKERS' COMPENSATION AND EMPLOYER LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EACH ACCIDENT</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL EXCEPT LOSS</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PERSONAL INJURY</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL LIABILITY</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCTS- COMPO. AGG.</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL AUTO LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EACH ACCIDENT</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL EXCEPT LOSS</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PERSONAL INJURY</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL LIABILITY</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCTS- COMPO. AGG.</td>
<td>$2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WORKSOP/OPERATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td>$10,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MEDICAL EXCEPT LOSS</td>
<td>$10,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PERSONAL INJURY</td>
<td>$10,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERAL LIABILITY</td>
<td>$10,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRODUCTS- COMPO. AGG.</td>
<td>$10,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remittance Section, if applicable) may be attached if more space is required.

All work sites/applications working for HSQ GROUP INC. paid under AON TOTAL SOURCE, INC.'s payroll, are covered under the above stated policy. HSQ GROUP INC. is an alternate employer under this policy.

CERTIFICATE HOLDER: PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES, INC.

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: [Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.