

Agenda Item #: 3-C-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 3, 2015

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the first amendment to the structural engineering annual contracts with Alan Gerwig & Associates, Inc. (AGA), R2014-0119, Bridge Design Associates, Inc. (BDA), R2014-0120, whose original contracts were dated February 4, 2014, and R. J. Behar & Company, Inc. (RJB), R2014-0225, whose original contract was dated March 11, 2014.

SUMMARY: Approval of these first amendments to the annual contracts will extend the required professional services for one year, on a task order basis. These amendments with these consultants will continue for the period from February 4, 2015 through February 3, 2016 for AGA and BDA and from March 11, 2015 through March 10, 2016 for RJB. These amendments are the first renewals of two possible one year renewals contemplated in the original contracts. The consultants are all Palm Beach County companies. AGA and BDA are certified as small business enterprises. RJB is a minority/woman business enterprise.



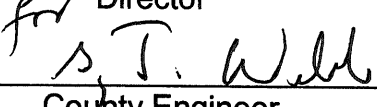
Countywide (MRE)

Background and Justification: In accordance with Board of County Commissioners adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, these Consultants were selected to perform professional services relative to Palm Beach County (County) needs, and are presently under contract with the County, on an annual contractual basis. It is the consensus of the user departments that these Consultants have, within the provisions of their contracts, provided the professional services requested by the County. Since the Consultants remain in good standing and wish to continue to provide the professional services as indicated in their contracts, the County agrees to renew their contracts for one year.

These first amendments to the contracts have been reviewed with the above listed consultants, and staff recommends the first renewal of the attached consultant annual contracts. This transaction will maintain the continuous process of professional services required by the County.

Attachments:

1. First Amendment Contract with AGA includes Certificates of Insurance (2)
2. First Amendment Contract with BDA includes Certificates of Insurance (2)
3. First Amendment Contract with RJB includes Certificate of Insurance (2)

Recommended By:  1/6/15 
for Director Date
Approved By:  1/15/15
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund__ Dept.__ Unit__ Object
Program

Recommended Sources of Funds/Summary of Fiscal Impact:

** Fiscal impact is indeterminable at this time. These contracts are authorized to provide services on a task order basis. Funding will be established by project as necessary.

C. Departmental Fiscal Review: .

Alicia Kovalainen

III. REVIEW COMMENTS

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

Susan Neary 1/15/15
OFMB
1/15

Dr. J. J. J. J. J. 1/22/15
Contract Dev. and Control
1-22-15 BWheeler

B. Approved as to Form and Legal Sufficiency:

Monroe R. R. 1/26/15
Assistant County Attorney

C. Other Department Review:

Department Director

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

**FIRST AMENDMENT TO THE ANNUAL STRUCTURAL ENGINEERING
CONTRACT NO. R2014-0119
DATED FEBRUARY 4, 2014, BY AND BETWEEN
ALAN GERWIG & ASSOCIATES, INC.,
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the Annual Structural Engineering Contract dated February 4, 2014, (R2014-0119), hereinafter "CONTRACT" by and between Alan Gerwig & Associates, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on February 4, 2014, the CONSULTANT and COUNTY entered into a twelve month Annual Structural Engineering 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, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from February 3, 2015 to February 3, 2016, with all original terms, conditions and unit prices adhered to.

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, dated February 4, 2014, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from February 3, 2015 to February 3, 2016.
3. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
4. All other provisions of the Annual Structural Engineering Contract dated February 4, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and sealed this _____ day of _____, 2015.

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
Board of County Commissioners


By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

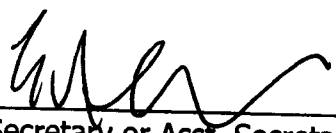
APPROVED AS TO TERMS
AND CONDITIONS

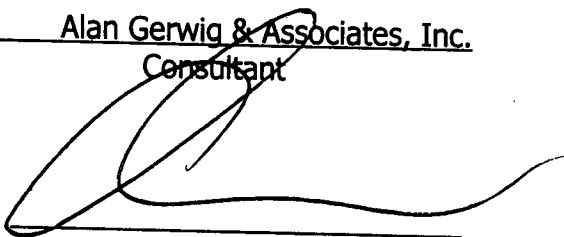
By: _____
County Attorney

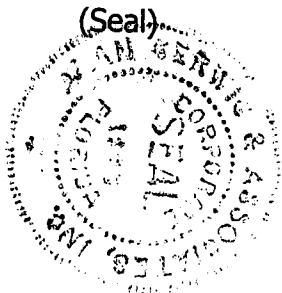
By: 
Engineering

ATTEST:

Alan Gerwig & Associates, Inc.
Consultant

By: 
Secretary or Asst. Secretary

By: 
(Signature)



Alan L. Gerwig, P.E., President
(Print Name and Title)

Exhibit B
Structural Engineering Services
Task Order Basis - Fee Schedule
Effective February 4, 2015 through February 3, 2016

Attachment 1 – Page 3 of 6

Rates OK
HK

Alan Gerwig & Associates, Inc.

12798 W. Forest Hill Blvd., Suite 204
Wellington, FL 33414
Contact: Alan Gerwig, P.E., President

Phone: 561-792-9000
Fax: 561-792-9901
e-mail: agerwig@aga-engineering.com

			Raw Rate	* Burdened Rate
Chief Engineer			\$60.85	\$182.55
Sr. Engineer			\$49.44	\$148.32
Sr. Project Engineer			\$47.03	\$141.09
Project Manager			\$36.15	\$108.45
Project Engineer			\$33.67	\$101.01
Engineer			\$29.72	\$89.16
Engineer Intern			\$29.47	\$88.41
Engineering Technician			\$25.75	\$77.25
Designer			\$28.84	\$86.52

* Rounded

Multiplier:
Salary 1.00
Overhead & Fringe 1.88
Subtotal 2.88
12% Profit 0.35
Total 3.23 Use 3.0 Maximum Allowable

CERTIFICATION STATEMENTS

Attachment 1 – Page 4 of 6

Project: **Structural Engineering Annual Services**
Project No.: **On a Work Task Order Basis**

Consultant/Annual Consultant: **Alan Gerwig & Associates, Inc.**

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Contract, the **CONSULTANT/ANNUAL CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Contract.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

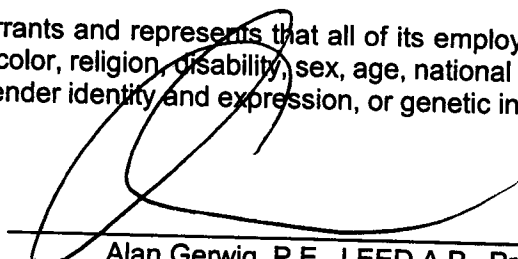
By entering into this Contract the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Contract.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Contract or performing any work in furtherance hereof, the **CONSULTANT/ANNUAL CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors 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 F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

The **CONSULTANT/ANNUAL 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.



Alan Gerwig, P.E., LEED A.P., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Structural Engineering Annual Services
Project No.: On a Work Task Order Basis

Attachment 1 – Page 5 of 6

CONSULTANT/ANNUAL CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

N.A.

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/ANNUAL 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 an unacceptable conflict of interest if entered into by the CONSULTANT/ANNUAL CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Alan Gerwig, P.E., LEED A.P., as
(Name of Individual)

President, of Alan Gerwig & Associates, Inc.
(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)
who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.

(Signature)

(Date)

**EXHIBIT F
NON-DISCRIMINATION POLICY**

Attachment 1 – Page 6 of 6

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

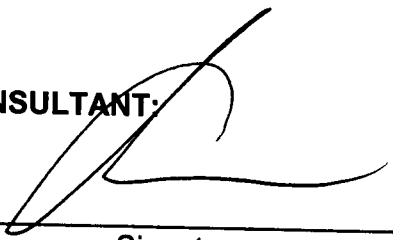
All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

() Engineer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County, or

(X) Engineer does not have a written non-discrimination policy; however Engineer affirms that its non-discrimination policy is in conformance with the above.

CONSULTANT:



Signature

Alan Gerwig
Name (type or print)

President
Title



CERTIFICATE OF LIABILITY INSURANCE

ALANGER-01 ZGONZALEZ

DATE (MM/DD/YYYY)

12/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: Zoraida Gonzalez PHONE (A/C, No. Ext): (305) 822-7800 E-MAIL ADDRESS: zgonzalez@cafflic.com FAX (A/C, No): (305) 362-2443
INSURED Alan Gerwig & Assoc. Inc. 12798 W. Forest Hill Blvd. Ste. 204 Wellington, FL 33414	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty INSURER B: First Mercury Ins. Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10657

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	21SBARM9558	12/09/2014	12/09/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		21SBARM9558	12/09/2014	12/09/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		21SBARM9558	12/09/2014	12/09/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab.		FMFE102306	08/25/2014	08/25/2015	Each Claim 1,000,000
B	Claims-Made Basis		FMFE102306	08/25/2014	08/25/2015	Annual Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Retroactive Date 08/25/1998; Professional Liability Deductible \$20,000 Each Claim

RE: Project Name - "FOR ALL PROJECTS WITH PALM BEACH COUNTY".

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents, shall be named Additional insured as to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners
c/o Engineering & Public Works Operations
2300 N. Jog Road
West Palm Beach, FL 33411

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

SRB
R001

DATE (MM/DD/YYYY)
12/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

COMPUPAY INSURANCE SERVICES INC
250725 P: (877) 287-1316 F: (877) 287-1315
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT

NAME:
PHONE (A/C, No, Ext): (877) 287-1316 FAX (A/C, No): (877) 287-1315
E-MAIL:
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: Twin City Fire Ins Co 29459

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

ALAN GERWIG & ASSOCIATES, INC
12798 FOREST HILL BLVD STE 201
WELLINGTON FL 33414

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
							\$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WBG ZX7495	12/09/2014	12/09/2015	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/>	N/A					E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

Re: Project Name - "For All Projects With Palm Beach County".

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners, C/O Engineering & Public Works Operations
2300 N JOG RD
WEST PALM BEACH, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tar Taylor

12798 W. Forest Hill Boulevard
Suite 201
Wellington, FL 33414
Phone: (561) 792-9000
Fax: (561) 792-9901
www.aga-engineering.com
CA No. 7969

Alan Gerwig & Associates, Inc.
Consulting Engineers



January 7, 2015

JaeAnn Dean, Technical Assistant I
Roadway Production Division / CCNA Section
2300 N. Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

RE: AGA Statement of No Corporately Owned Automobiles

Dear Ms. Dean:

This letter is to serve as declaration that Alan Gerwig & Associates, Inc. does not own any automobiles.

Sincerely,

Alan Gerwig, P.E.
President

**FIRST AMENDMENT TO THE ANNUAL STRUCTURAL ENGINEERING
CONTRACT NO. R2014-0120
DATED FEBRUARY 4, 2014, BY AND BETWEEN
BRIDGE DESIGN ASSOCIATES, INC.,
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the Annual Structural Engineering Contract dated February 4, 2014, (R2014-0120), hereinafter "CONTRACT" by and between Bridge Design Associates, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on February 4, 2014, the CONSULTANT and COUNTY entered into a twelve month Annual Structural Engineering 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, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from February 3, 2015 to February 3, 2016, with all original terms, conditions and unit prices adhered to.

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, dated February 4, 2014, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from February 3, 2015 to February 3, 2016.
3. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
4. All other provisions of the Annual Structural Engineering Contract dated February 4, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and sealed this _____ day of _____, 2015.

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Shelley Vana , Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: *Ornela A. Fernandez*
Engineering

ATTEST:

Bridge Design Associates, Inc.
Consultant

By: *Kim E. Draggan*
Office Manager

By: *[Signature]*
(Signature)

Brian C. Rheault, P.E., President
(Print Name and Title)



PALM BEACH COUNTY ANNUAL STRUCTURAL CONTRACT
Task Order Basis - Fee Schedule

FIRM: **BRIDGE DESIGN ASSOCIATES, INC.**

1402 Royal Palm Beach Blvd., Building 200
 Royal Palm Beach, Florida 33411
 Contact: Brian C. Rheault

email: bridgebbd@aol.com
 Phone: (561) 686-3660 Fax: (561) 791-1995

Fee Schedule - Effective February 4, 2015 through February 3, 2016		
Firm Name BRIDGE DESIGN ASSOCIATES, INC.		
	Raw Rate	*Burdened Rate
Chief Engineer / BCR	68.00	195.00
Project Manager / JRB	64.35	185.00
Project Engineer / TAD	32.19	92.00
Engineer / Engineer Intern / LAK - CBL	27.71	80.00
Designer / TSS	25.38	73.00
CADD / Computer Technician	32.40	93.00

Multiplier:

Salary	1.00
Overhead & Fringe	<u>1.77</u>
Subtotal	2.77
10% Profit	<u>0.10</u>
TOTAL	2.87

Sub-Consultants N/A

Bridge Design Associates, Inc. will provide "Additional Services, as Authorized and Approved by the Owner, Palm Beach County".

S:\PERSONNEL\Kim\Certifications RFP - RFQ - Presentations\PBC Annual Structural 2013\2015 Renewal\RATE SCHEDULE.wpd

Rates OK
 Attachment 2 - Page 3 of 6

CERTIFICATION STATEMENTS

Attachment 2 – Page 4 of 6

Project: **Structural Engineering Annual Services**
Project No.: **On a Work Task Order Basis**

Consultant/Annual Consultant: **Bridge Design Associates, Inc.**

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Contract, the **CONSULTANT/ANNUAL CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Contract.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

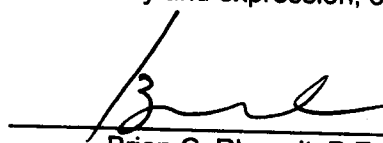
By entering into this Contract the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Contract.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Contract or performing any work in furtherance hereof, the **CONSULTANT/ANNUAL CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors 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 F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

The **CONSULTANT/ANNUAL 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.

 10/30/14

Brian C. Rheault, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Structural Engineering Annual Services
Project No.: On a Work Task Order Basis

Attachment 2 – Page 5 of 6

CONSULTANT/ANNUAL CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/ANNUAL 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 an unacceptable conflict of interest if entered into by the CONSULTANT/ANNUAL CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Brian C. Rheault, P.E., as
_____, of Bridge Design Associates, Inc.
President (Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)
who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.


(Signature)

12/30/14
(Date)

**EXHIBIT F
NON-DISCRIMINATION POLICY**

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination policy, such entity shall be required to sign a statement affirming their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

- () Engineer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County, or
- (X) Engineer does not have a written non-discrimination policy; however Engineer affirms that its non-discrimination policy is in conformance with the above.

CONSULTANT:



Signature

Brian C. Rheault
Name (type or print)

President
Title



CERTIFICATE OF LIABILITY INSURANCE

BRIDDES-01 MCDANIELT

DATE (MM/DD/YYYY)
11/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America, Inc.
Abacoa Town Center
1200 University Blvd, Suite 200
Jupiter, FL 33458

RECEIVED
DEC 01 2014

CONTACT NAME: Carolyn Fowler
PHONE (A/C, No, Ext): (561) 776-0660 FAX (A/C, No): (561) 776-0670
E-MAIL ADDRESS: Carolyn.Fowler@ioausa.com

INSURED

Bridge Design Associates, Inc.
1402 Royal Palm Beach Blvd
Royal Palm Beach, FL 33411

INSURER(S) AFFORDING COVERAGE
INSURER A: Catlin Insurance Company (UK) Ltd NA
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPOP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					\$
	EXCESS LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL)	Y/N <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liab		AED6920171115	11/27/2014	11/27/2015	E.L. DISEASE - POLICY LIMIT \$
						Occ \$1,000,000/ Agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This policy covers the professional services of the Named Insured for all projects & the limits of liability shown shall not be construed to be applied to a particular project.

Professional Liability is written on a claims-made reported basis "For All Projects with Palm Beach County" Retroactive Date for Professional Liability is 2/18/1988.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners c/o
Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411

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

AUTHORIZED REPRESENTATIVE

C. Ray Dorsey III



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BH

DATE (MM/DD/YYYY)
04/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley	Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE: (A/C No. Ext.: FAX: ADDRESS: PRODUCER CUSTOMER ID #: BRIDG-2	FAX (A/C No. Ext.: FAX (A/C No. Ext.: FAX
INSURED Bridge Design Associates, Inc. 1402 Royal Palm Beach, Bldg 200 Royal Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Insurance Company		22357
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADD'L SUBN INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		84SBWPG2904	05/25/2014	05/25/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		84UEGAU0584	05/25/2014	05/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		84SBWPG2904	05/25/2014	05/25/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	84WEGBR0658	05/25/2014	05/25/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: All Palm Beach County Projects - Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agency are included as additional insured for above coverages except WC as required by written contract.

CERTIFICATE HOLDER

PALM

Palm Beach County Board of
County Commissioners c/o
Engr & Public Works Ops/Rdwy
2300 North Jog Rd.
West Palm Beach, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**FIRST AMENDMENT TO THE ANNUAL STRUCTURAL ENGINEERING
CONTRACT NO. R2014-0225
DATED MARCH 11, 2014, BY AND BETWEEN
R. J. BEHAR & COMPANY, INC.,
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the Annual Structural Engineering Contract dated March 11, 2014, (R2014-0225), hereinafter "CONTRACT" by and between R. J. Behar & Company, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on March 11, 2014, the CONSULTANT and COUNTY entered into a twelve month Annual Structural Engineering 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, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from March 10, 2015 to March 10, 2016, with all original terms, conditions and unit prices adhered to.

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, dated March 11, 2014, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from March 10, 2015 to March 10, 2016.
3. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
4. All other provisions of the Annual Structural Engineering Contract dated March 11, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and sealed this _____ day of _____, 2015.

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

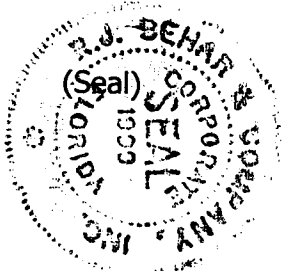
By: *Ornelio A. Fernandez*
Engineering

ATTEST:

R. J. Behar & Company, Inc.
Consultant

By: *Doreth Behar*
Secretary or Asst. Secretary

By: *R. J. Behar*
(Signature)



Robert J. Behar, P.E., President
(Print Name and Title)

**Task Order Basis
Fee Schedule**

*Rates OK
HK*

R.J. BEHAR & COMPANY, INC.

12788 Forest Hill Blvd., Suite 2003 B
Wellington, FL 33414 Ph. (561) 333-7000 Fax (561) 333-7001
Contact: Sean O'Keefe, P.E.

Fee Schedule	
CATEGORY	RATE
Project Manager	\$164.00
Senior Engineer	\$170.00
Engineer	\$99.00
Designer	\$105.00
CADD Technician	\$93.00

Multiplier:
Salary 1.00
Overhead & Fringe 1.8390
Subtotal 2.8390
9% Profit 0.2555
Total 3.0945
Capped 3.00

Note: Rates are effective from March 11, 2015 through March 10, 2016.

R.J. Behar & Company, Inc. will provide "Additional Services, as Authorized and Approved by the Owner, Palm Beach County".



CERTIFICATION STATEMENTS

Attachment 3 – Page 4 of 7

Project: **Structural Engineering Annual Services**
Project No.: **On a Work Task Order Basis**

Consultant/Annual Consultant: **R. J. Behar & Company, Inc.**

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Contract, the **CONSULTANT/ANNUAL CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Contract.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

By entering into this Contract the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Contract.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Contract or performing any work in furtherance hereof, the **CONSULTANT/ANNUAL CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors 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 F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

The **CONSULTANT/ANNUAL 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.



Robert J. Behar, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Attachment 3 – Page 5 of 7

Project: **Structural Engineering Annual Services**
Project No.: **On a Work Task Order Basis**

CONSULTANT/ANNUAL CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

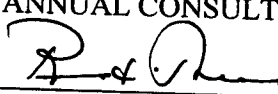
CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/ANNUAL 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 an unacceptable conflict of interest if entered into by the CONSULTANT/ANNUAL CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Robert J. Behar, P.E., as
(Name of Individual)

President, of R. J. Behar & Company, Inc.
(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.


(Signature)

10-29-14
(Date)

**EXHIBIT F
NON-DISCRIMINATION POLICY**

Attachment 3 – Page 6 of 7

Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

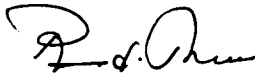
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Check one:

(X) Engineer hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County, or

() Engineer does not have a written non-discrimination policy; however Architect affirms that its non-discrimination policy is in conformance with the above.

CONSULTANT:



Signature

Robert J. Behar, P.E.

Name (type or print)

President/CEO

Title



President's Statement/EEO Policy

It is the policy of RJ Behar to seek and employ qualified personnel in all its offices and at all of its locations; to provide equal opportunity for advancement of employees, including upgrading, promoting and training; and to administer these activities in a manner which will not discriminate against any person on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, family status, sexual orientation, gender identity and expression, disability, genetic information, citizenship, or veteran status.

In furtherance of this policy, the Company will:

1. Recruit, hire and promote for all job classifications without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, citizenship, or veteran status and take affirmative measures to hire qualified minority and female applicants in jobs in which they are underutilized.
2. Further the principle of equal employment opportunity in our employment decisions. Decisions will be based on qualifications, which are in accord with valid job requirements.
3. Ensure that promotion decisions are in accord with the principles of equal employment opportunity by applying only valid requirements for promotional opportunities.
4. Ensure that all other personnel activities, such as compensation, benefits, transfers, layoffs, return from layoffs, company-sponsored training, educational tuition aid, social and recreational programs, will be administered without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, citizenship, or veteran status.
5. Audit personnel actions to determine if they further the policy of equal employment opportunity.
6. Take affirmative action, where necessary, to insure that the policy is adhered to in all cases.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. Behar".

Robert J. Behar, P.E.
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Greyling Insurance Brokerage
3780 Mansell Road
Suite 370
Alpharetta GA 30022

CONTACT NAME: Carly Underwood
PHONE: (770) 552-4225
FAX: (866) 550-4002
E-MAIL: carly.underwood@greyling.com
ADDRESS: carly.underwood@greyling.com

INSURED
R.J. Behar & Company, Inc.
6861 S.W. 196th Avenue
Suite 302
Pembroke Pines FL 33332

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company, LTD	11000
INSURER B: Travelers Casualty and Surety	19038
INSURER C: Continental Casualty Company	20443
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: *14-15

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WAD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		20SBMAC0037	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS		20UECNG0289	11/17/2014	11/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					
A	UMBRELLA LIAB					
	<input checked="" type="checkbox"/> EXCESS LIAB					
	<input type="checkbox"/> OCCUR					
	<input type="checkbox"/> CLAIMS-MADE		20SBMAC0037	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below		UB-3864T21-4	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS below	N/A				Per Claim \$2,000,000 Aggregate \$3,000,000
C	Professional Liability		AER 28 836 36 39	11/17/2014	11/17/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: For All Projects with Palm Beach County Full Prior Acts Coverage. The Palm Beach County Board of

County Commissioners, a Political Subdivision of the State of Florida, Its Officers, Employees or Agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Retroactive Date: Full Retro.

CERTIFICATE HOLDER

Palm Beach County Board of
County Commissioners
c/o Engineering & Public Works
2300 North Jog Road
West Palm Beach, FL 33411

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Collings/CARLY

ACORD 25 (2010/05)

INS025 (201005).01

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COMMENTS/REMARKS

(except 10 days for nonpayment of premium) will be provided to the Certificate Holder named below.