

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 10, 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 second amendment to renew the civil engineering annual contracts with Civil Design, Inc. (CDI), R2013-0413, Michael B. Schorah & Associates, Inc. (Schorah), R2013-0414, and Simmons & White, Inc. (S&W), R2013-0415, all whose original contracts were dated April 16, 2013.

**SUMMARY:** Approval of these second amendments to the annual contracts will extend the required professional services for one year, on a task order basis. These amendments with CDI, Schorah and S&W will extend the contract period from April 16, 2015 through April 15, 2016. These amendments are the second and final renewals of two possible one year renewals contemplated in the original contracts. The consultants are all Palm Beach County companies and are certified as small business enterprises.

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

**Attachments:**

1. Second Amendment Contract with CDI includes Certificate of Insurance (2)
2. Second Amendment Contract with Schorah includes Certificates of Insurance (2)
3. Second Amendment Contract with S&W includes Certificate of Insurance (2)

Recommended By: Ornelis A. Fernandez Director    1/29/15 Date

Approved By: T. White County Engineer    2/10/15 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. The agenda item extends the expiration date for these contracts. These professional services are authorized 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 2/10/15  
 KD ASD OFMB  
 2/10 2/10

D. J. Jacobson 2/11/15  
 Contract Dev. and Control  
 2-11-15 Schuler

**B. Approved as to Form and Legal Sufficiency:**

Mark A. [Signature] 2/19/15  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**SECOND AMENDMENT TO THE ANNUAL CIVIL ENGINEERING  
CONTRACT NO. R2013-0413  
DATED APRIL 16, 2013, BY AND BETWEEN  
CIVIL DESIGN, INC.,  
AND PALM BEACH COUNTY**

THIS SECOND AMENDMENT to the Annual Civil Engineering Contract dated April 16, 2013, (R2013-0413), hereinafter "CONTRACT" by and between Civil Design, 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 April 16, 2013, the CONSULTANT and COUNTY entered into a twelve month Annual Civil 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 April 15, 2015 to April 15, 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 Agreement is hereby amended to replace the term "Agreement" with "Contract".
3. The CONTRACT, dated April 16, 2013, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from April 15, 2015 to April 15, 2016.
4. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
5. All other provisions of the Annual Civil Engineering Contract dated April 16, 2013, 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: *[Handwritten Signature]*  
Engineering

ATTEST:

\_\_\_\_\_  
Civil Design, Inc.  
Consultant

*[Handwritten Signature]*

By: Denise A. Bas-Arzuaga, AIA  
Secretary or Asst. Secretary

By: *[Handwritten Signature]*  
(Signature)

(Seal)

\_\_\_\_\_  
T. Jeff Trompeter, P.E., President  
(Print Name and Title)





*Rates OK  
JK*

**TASK ORDER BASIS - FEE SCHEDULE**

**AGREEMENT FOR CIVIL ANNUAL SERVICES ON A TASK ORDER BASIS  
PALM BEACH COUNTY**

**EFFECTIVE APRIL 16, 2015 THROUGH APRIL 15, 2016**

**HOURLY RATES:**

<u>Personnel Classification</u>	<u>Annual Salary</u>	<u>Hourly Pay</u>	<u>Multiplier</u>	<u>Hourly Rate</u>
1. Principal Engineer	\$120,000.....	\$57.69.....	2.83.....	\$163.26
2. Project Manager	\$90,100.....	\$43.32.....	2.83.....	\$122.60
3. Project Engineer	\$55,000.....	\$26.44.....	2.83.....	\$74.82
4. AutoCAD Technician	N/A.....	\$22.70.....	2.83.....	\$64.24

**MULTIPLIER CALCULATIONS:**

Salary	1.00
Fringe Benefits	0.27
Fringe Benefits/General Operations	1.26
Subtotal	2.53
Profit @ 12%	0.30
<b>TOTAL</b>	<b>2.83</b>

**ADDITIONAL SERVICES:**

Any additional services required will be as authorized and approved by the Owner, Palm Beach County.

**REIMBURSABLE EXPENSES:**

Reimbursement for Direct Project Expenses will be determined for each Project, as required.

**CERTIFICATION STATEMENTS**

**Project:** Civil Engineering Annual Services  
**Project No.:** On A Work Task Order Basis

**Consultant/Annual Consultant:** Civil Design, 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**

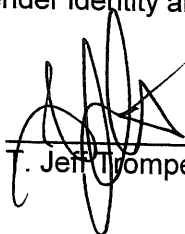
By entering into this Contract the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Contract and that they have not paid or agreed to 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.



Jeff Tompeter, P.E., LEED AP, President

**CONFLICT OF INTEREST DISCLOSURE FORM**

**Project:** Civil 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.

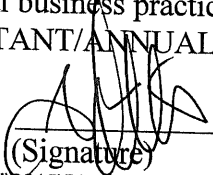
CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S 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 T. Jeff Trompeter, P.E., LEED AP, as  
(Name of Individual)

President, of Civil Design, 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)

December 3, 2014  
(Date)

**EXHIBIT F  
NON-DISCRIMINATION POLICY**

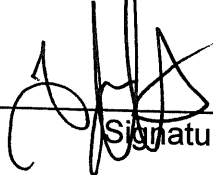
Pursuant to Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, national origin, 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
- 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

T. Jeff Trompeter  
Name (type or print)

President  
Title





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
9/15/2014

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 <b>Hansen Insurance, LLC</b> 4590 N. Meridian Avenue Miami Beach, FL 33140 A307619	CONTACT NAME: <b>Rick Hansen</b>		
	PHONE (A/C No. Ext): <b>(305) 674-9998</b>	FAX (A/C No.): <b>(305) 674-9998</b>	
	E-MAIL ADDRESS: <b>rick@hanseninsurancefl.com</b>		
INSURED <b>Civil Design, Inc.</b> 312 9th Street West Palm Beach, FL 33401 561-659-5760	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>The Phoenix Insurance Company</b>		<b>25674</b>
	INSURER B: <b>Travelers Casualty &amp; Surety Co</b>		<b>31194</b>
	INSURER C: <b>Liberty Insurance Underwriters</b>		<b>19917</b>
	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	ADDD INSD	SUBR W/P	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:	Y		6605D859672	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		6605D859672	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEF \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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	N/A	XAUB-4139T06-3-14	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
C	<b>Professional Liability</b>			AEA1009370002	10/01/13	10/01/15	\$1,000,000 each claim \$2,000,000 annl. aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder Cont: Engineering & Public Works Ops/Roadway Production Division. RE: " For All Projects with Palm Beach County" Professional Liability has a 10/1/2003 Retroactive Date Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are additionally insured with respect to the General and Auto Liability policies.  
Professional Liability insurance is written on a claims-made and reported basis.

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners c/o Engineering & Public Works Department 2300 North Jog Road, Suite #3W-33 West Palm Beach, FL 33411-2745	<b>CANCELLATION</b> 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 



**CIVIL DESIGN, INC.**

SERVICE DRIVEN DESIGN • ENGINEERED RESULTS

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January 21, 2015

Palm Beach County  
Roadway Production Division  
CCNA Section  
2300 Jog Road, Third Floor  
West Palm Beach, Florida 33411

Re: Company Owned Vehicles & Insurance

To Whom it May Concern:

I am writing to confirm that Civil Design, Inc. has no company owned vehicles. As such our insurance coverage is shown as "Hired Autos" and "Non-Owned Autos".

Sincerely,

T. Jeff Trompeter, P.E.  
President

**SECOND AMENDMENT TO THE ANNUAL CIVIL ENGINEERING  
CONTRACT NO. R2013-0414  
DATED APRIL 16, 2013, BY AND BETWEEN  
MICHAEL B. SCHORAH & ASSOCIATES, INC.,  
AND PALM BEACH COUNTY**

THIS SECOND AMENDMENT to the Annual Civil Engineering Contract dated April 16, 2013, (R2013-0414), hereinafter "CONTRACT" by and between Michael B. Schorah & 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 April 16, 2013, the CONSULTANT and COUNTY entered into a twelve month Annual Civil 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 April 15, 2015 to April 15, 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 Agreement is hereby amended to replace the term "Agreement" with "Contract".
3. The CONTRACT, dated April 16, 2013, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from April 15, 2015 to April 15, 2016.
4. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
5. All other provisions of the Annual Civil Engineering Contract dated April 16, 2013, 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

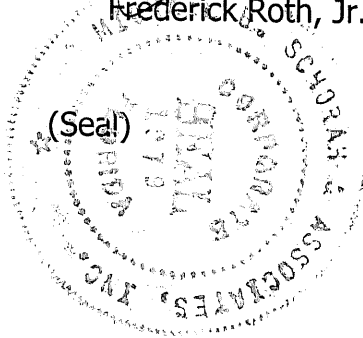
By: *Ornelis A. Fernandez*  
Engineering

ATTEST:

Michael B. Schorah & Associates, Inc.  
Consultant

By: *Frederick Roth, Jr.*  
Frederick Roth, Jr. Sr. Vice Pres.

By: *Michael B. Schorah*  
(Signature)



Michael B. Schorah, President  
(Print Name and Title)

*Rates OK  
MK*

**EXHIBIT "B"**  
**Effective Period from April 16, 2015 through April 15, 2016**

**Michael B. Schorah and Associates, Inc.**

**CLASSIFICATION**

• ENGINEERING	RAW RATE / HOUR
Sr. Engineer (P.E.).....	\$49.00
Project Engineer (P.E.) .....	\$38.50
Engineer (P.E.) .....	\$33.30
CADD Tech.....	\$26.00
• SURVEYING	RAW RATE / HOUR
Professional Surveyor & Mapper (P.S.M.) .....	\$38.50
CADD Tech.....	\$26.00
Two-Man Field Crew (per crew) .....	\$38.50
Three-Man Field Crew (per crew) .....	\$52.00

Direct Salary Dollar	1.0000
Fringe Benefits	.2849
Overhead	<u>1.2408</u>
DIRECT SALARY COST	2.5257
PROFIT @ 12%	<u>.3031</u>
TARGET MULTIPLIER	2.8288
MAXIMUM MULTIPLIER	<u>3.0000</u>

**CERTIFICATION STATEMENTS**

**Project:** Civil Engineering Annual Services  
**Project No.:** On A Work Task Order Basis

**Consultant/Annual Consultant:** Michael B. Schorah & 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.

  
Michael B. Schorah, President

**CONFLICT OF INTEREST DISCLOSURE FORM**

**Project:** Civil 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 Michael B. Schorah, as  
(Name of Individual)

President, of Michael B. Schorah & 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.

Michael B. Schorah  
(Signature)

DEC. 5<sup>TH</sup> 2014  
(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:**

Michael B. Schorah  
Signature

MICHAEL B. SCHORAH  
Name (type or print)

PRESIDENT  
Title





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2014

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).

<b>PRODUCER</b> Conway E & S, Inc. 100 Allegheny Dr, Suite 100 Warrendale PA 15086		<b>CONTACT NAME:</b> PHONE (A/C No., Ext): E-MAIL ADDRESS: FAX (A/C No):	
<b>INSURED</b> Michael B. Schorah and Associates, Inc. Landmark 1850 Forest Hill Blvd., Suite 206 West Palm Beach FL 33406		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Beazley Insurance Company Inc NAIC# 37540 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	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)		V15WM4140701	11/06/2014	11/06/2015	AGGREGATE	\$2,000,000
						EACH CLAIM	\$2,000,000

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

"Evidence of Coverage"

"All Projects in Palm Beach County"  
 Retro Date: 8/01/1979

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County BCC  
 C/O Dept. of Engineering & Public Works  
 2300 N. Jog Road, 3rd Floor  
 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

© 1988-2010 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

MICH-21

OP ID: KB

DATE (MM/DD/YYYY)  
01/22/2015

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).

<b>PRODUCER</b> Henderson Brothers, Inc. 920 Ft Duquesne Blvd Pittsburgh, PA 15222 James L. Conn		<b>CONTACT NAME:</b> James L. Conn <b>PHONE (A/C, No, Ext):</b> 412-261-1842 <b>E-MAIL ADDRESS:</b> jlconn@hendersonbrothers.com <b>FAX (A/C, No):</b> 412-261-4149	
<b>INSURED</b> Michael B. Schorah & Assoc Inc Michael B. Schorah 1850 Forest Hill Blvd Ste 205 West Palm Beach, FL 33406		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Insurance Co. NAIC # 25658 <b>INSURER B:</b> The Travelers Indemnity Co. NAIC # 25658 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	6605C773414TCT14	12/03/2014	12/03/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA9D249596	12/03/2014	12/03/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP9D252712	12/03/2014	12/03/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A	X	XAUB4198T82515	01/27/2015	01/27/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
See Notepad

**CERTIFICATE HOLDER**

PALMBEA

Palm Beach County BCC  
 c/o Dept. of Engineering & Public Works  
 2300 N. Jog Rd., 3rd Floor  
 West Palm Beach, FL 33411-2745

**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

James L. Conn

**NOTEPAD:**

HOLDER CODE **PALMBEA**  
INSURED'S NAME **Michael B. Schorah & Assoc Inc**

**MICH-21**  
**OP ID: KB**

PAGE 2

Date **01/22/2015**

For reference only: For all projects in Palm Beach County

Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, Its Officers, Employees and Agents are included as additional insured per Travelers Insurance XTend endorsement #CGD3790907-attached

**SECOND AMENDMENT TO THE ANNUAL CIVIL ENGINEERING  
CONTRACT NO. R2013-0415  
DATED APRIL 16, 2013, BY AND BETWEEN  
SIMMONS & WHITE, INC.,  
AND PALM BEACH COUNTY**

THIS SECOND AMENDMENT to the Annual Civil Engineering Contract dated April 16, 2013, (R2013-0415), hereinafter "CONTRACT" by and between Simmons & White, 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 April 16, 2013, the CONSULTANT and COUNTY entered into a twelve month Annual Civil 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 April 15, 2015 to April 15, 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 Agreement is hereby amended to replace the term "Agreement" with "Contract".
3. The CONTRACT, dated April 16, 2013, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from April 15, 2015 to April 15, 2016.
4. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
5. All other provisions of the Annual Civil Engineering Contract dated April 16, 2013, 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: *Ornelis A Fernandez*  
Engineering

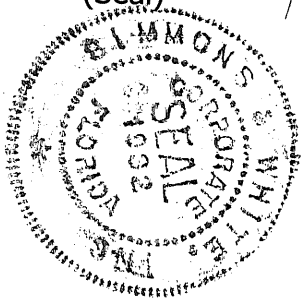
ATTEST:

\_\_\_\_\_  
Simmons & White, Inc.  
Consultant

By: *[Signature]*  
Secretary or Asst. Secretary

By: *[Signature]*  
(Signature)

(Seal)



Robert F. Rennebaum, P.E., President  
(Print Name and Title)



*Rates OK  
HW*

Palm Beach County Civil Engineering Services Annual Contract

FEE SCHEDULE

Effective April 16, 2015 through April 15, 2016

8 ½" x 11" Copies	-	\$0.25/copy
8 ½" x 14" Copies	-	\$0.30/copy
11" x 17" Copies	-	\$0.75/copy
24" x 36" Copies	-	\$2.00/copy
24" x 36" Mylar	-	\$18.00/each
Postage	-	Cost
Courier/FedEx	-	Cost
Chief Engineer	-	\$160.00/Hr
Senior Engineer	-	\$135.00/Hr
Senior Utility Coordinator	-	\$100.00/Hr
Senior Designer	-	\$ 90.00/Hr

These rates do not exceed a 3.0 multiplier.

sa: x:/admin/contracts/pbccivil/2015/feeschedule

**CERTIFICATION STATEMENTS**

Project: **Civil Engineering Annual Services**  
Project No.: **On A Work Task Order Basis**

Consultant/Annual Consultant: **Simmons & White, 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**

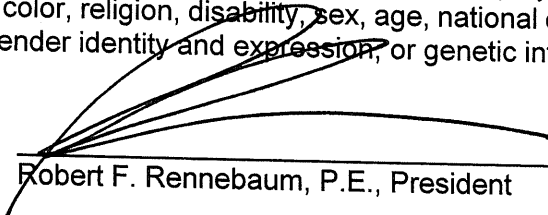
By entering into this Contract the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Contract and that they have not paid or agreed to 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 F. Rennebaum, P.E., President

**CONFLICT OF INTEREST DISCLOSURE FORM**

**Project:** Civil 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.)

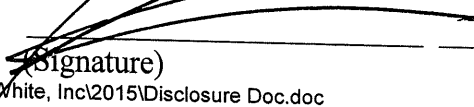
CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which 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 F. Rennebaum, P.E., as  
(Name of Individual)  
President, of Simmons & White, 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) 12/4/14  
(Date)



**EXHIBIT F  
NON-DISCRIMINATION POLICY**

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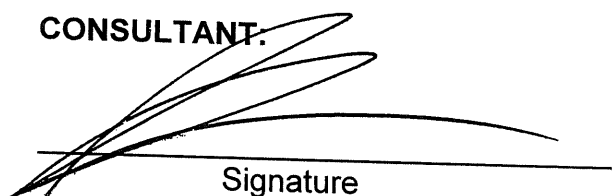
All entities doing business with Palm Beach County are required to submit a copy of their non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event an entity does not have a written non-discrimination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

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

Robert F. Rennebaum, P.E.  
Name (type or print)

President  
Title



# CERTIFICATE OF LIABILITY INSURANCE

SIMM&amp;WH-01

URIBE A

DATE (MM/DD/YYYY)

1/21/2015

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**

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

CONTACT NAME: Annie Uribe

PHONE (A/C, No, Ext): (561) 776-0660

FAX (A/C, No): (561) 776-0670

E-MAIL ADDRESS: Annie.Uribe@ioausa.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A : Hartford Casualty Insurance Company

29424

INSURER B : Transportation Insurance Company

20494

INSURER C : Lloyd's

INSURER D :

INSURER E :

INSURER F :

**INSURED**

Simmons & White, Inc  
5601 Corporate Way - Suite 200  
West Palm Beach, FL 33407

**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:		21SBABV7694	10/19/2014	10/19/2015	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	<b>AUTOMOBILE LIABILITY</b> <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		21SBABV7694	10/19/2014	10/19/2015	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		21SBABV7694	10/19/2014	10/19/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC588160062	01/01/2015	01/01/2016	PER STATUTE 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
C	Professional Liab.		PGIARK04344-00	11/18/2014	11/18/2015	\$25,000Ded Per Claim 1,000,000
C	RETRO DATE 10/3/83		PGIARK04344-00	11/18/2014	11/18/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: All Projects for Palm Beach County Contracts

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are named as additional insured with respects to General Liability as required by written contract per form SS0080405.

**CERTIFICATE HOLDER**

Palm Beach County Board of County Commissioners  
(BPCBCC)  
c/o Engineering & Public Works  
2300 N. 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

C. Ray Dorsey III



January 21, 2015

Palm Beach County Engineering  
Roadway Production Division  
2300 N. Jog Road  
Floor 3W  
West Palm Beach, Florida 33411

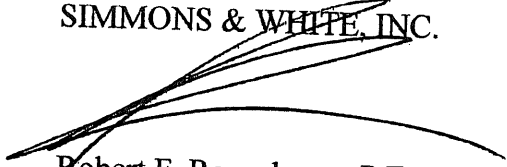
Attention: Mr. David Young, P.E.

Dear Mr. Young:

The purpose of this letter is state that Simmons & White, Inc. does not own any company vehicles. If you have any questions or require further clarification, please contact me directly.

Sincerely,

~~SIMMONS & WHITE, INC.~~

  
Robert F. Rennebaum, P.E.  
President

RFR/sa x:/docs/marketing/rfp/2011/pbctrainingsignal

Simmons & White, Inc.  
5601 Corporate Way Suite 200 West Palm Beach Florida 33407  
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