





**CONSENT TO ASSIGNMENT**

This Consent to Assignment by and among **MATHEWS CONSULTING, INC.**, a Florida corporation (hereinafter "Assignor"), and **BAXTER & WOODMAN, INC.**, an Illinois corporation (hereinafter "Assignee"), and the Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY"), is made \_\_\_\_\_, 2016.

**WHEREAS**, on June 3, 2014, Assignor entered into a Contract for General Utility, Architectural & Value Engineering Consulting Services (GE Contract) (R2014-0823) (the "Agreement") with COUNTY to furnish professional engineering services; and said Agreement is still active; and

**WHEREAS**, Assignee has purchased all of Assignor's assets, including Assignor's rights, title, and interests in the Agreement and all amendments thereto via an Asset Purchase Agreement dated July 25, 2016, with an effective closing date of July 29, 2016; and

**WHEREAS**, Section 7.22 of the Agreement provides for assignment of the Agreement with the consent of the COUNTY; and

**WHEREAS**, the assignment of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.
2. Assignee accepts the assignment of the Agreement and agrees to perform each and every obligation of the Assignor under the Agreement and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Agreement pursuant to the terms of the Agreement.

**ASSIGNMENT OF:  
MATHEWS CONSULTING, INC. TO  
BAXTER & WOODMAN, INC.  
General Engineering Services Contract (GE Contract) (R2014-0823)**

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and duties of Assignor as Consultant under the Agreement to Assignee subject to the conditions set forth below:

- a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor or Assignee and that any and all subcontractors, sub-consultants and suppliers have been paid or will be promptly paid by Assignee.
- b. Assignor and Assignee acknowledge and agree that they are responsible to COUNTY for all work performed under the Agreement and Assignor and Assignee shall indemnify, defend and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Agreement.
- c. Assignee agrees that it will be subject to and abide by all of the terms and conditions of the Agreement, including the amount of remaining compensation to be paid for performance of the services specified in the Agreement.
- d. All unpaid amounts due and owing to Assignor under the Agreement including retainage as of the date of July 29, 2016 will be paid to Assignee.

4. All notices required to be given under this Consent to Assignment or under the Agreement shall be mailed to the following:

County: Hassan Hadjimiry, P.E., Assistant Director  
Palm Beach County Water Utilities Department  
8100 Forest Hill Blvd.  
West Palm Beach, FL 33413

Assignor: Mathews Consulting, Inc.  
477 S. Rosemary Avenue, Suite 330  
West Palm Beach, FL 33401  
Attn: Rene Mathews, P.E., President

Assignee: Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, IL 60012  
Attn: John V. Ambrose, President

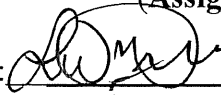
ASSIGNMENT OF:  
MATHEWS CONSULTING, INC. TO  
BAXTER & WOODMAN, INC.  
General Engineering Services Contract (GE Contract) (R2014-0823)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date  
written above.

**Palm Beach County, Florida, By Its  
Board of County Commissioners**

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

**CONSULTANT:  
Baxter & Woodman, Inc.  
(Assignee)**

By:  \_\_\_\_\_  
Louis D. Husman, VICE PRESIDENT FOR  
John V. Ambrose,  
President

**SEAL**

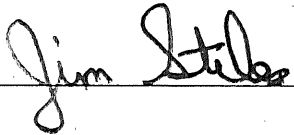
ATTEST:  
Sharon R. Bock, Clerk & Comptroller  
Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

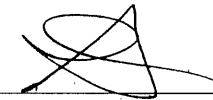
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
COUNTY ATTORNEY


APPROVED AS TO TERMS AND  
CONDITIONS:

By:  \_\_\_\_\_

**CORPORATE  
SEAL**

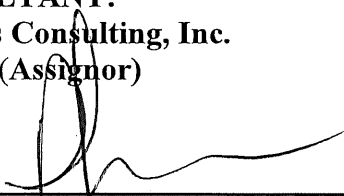
Witness:  \_\_\_\_\_

Grace Bondonese  
Print Name


Witness:  \_\_\_\_\_

Rick Chipman  
Print Name

**CONSULTANT:  
Mathews Consulting, Inc.  
(Assignor)**

By:  \_\_\_\_\_  
Ms. Rene Mathews, P.E.  
President

**CORPORATE  
SEAL**

Witness:  \_\_\_\_\_

Courtney Marshall  
Print Name

Witness:  \_\_\_\_\_

Kyle Scott  
Print Name

**CONSENT TO ASSIGNMENT**

This Consent to Assignment by and among **MATHEWS CONSULTING, INC.**, a Florida corporation (hereinafter "Assignor"), and **BAXTER & WOODMAN, INC.**, an Illinois corporation (hereinafter "Assignee"), and the Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY"), is made \_\_\_\_\_, 2016.

**WHEREAS**, on November 18, 2014, Assignor entered into a Contract for Engineering/Professional Services Western Region Operations Center (WROC Contract) (R2014-1764) (the "Agreement") with COUNTY to furnish professional engineering services; and said Agreement is still active; and

**WHEREAS**, Assignee has purchased all of Assignor's assets, including Assignor's rights, title, and interests in the Agreement and all amendments thereto via an Asset Purchase Agreement dated July 25, 2016, with an effective closing date of July 29, 2016; and

**WHEREAS**, Article 12 of the Agreement provides for assignment of the Agreement with the consent of the COUNTY; and

**WHEREAS**, the assignment of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.
2. Assignee accepts the assignment of the Agreement and agrees to perform each and every obligation of the Assignor under the Agreement and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Agreement pursuant to the terms of the Agreement.

ASSIGNMENT OF:  
MATHEWS CONSULTING, INC. TO  
BAXTER & WOODMAN, INC.  
Engineering/Professional Services Western Region Operations Center (WROC Contract)  
(R2014-1764)

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and duties of Assignor as Consultant under the Agreement to Assignee subject to the conditions set forth below:

- a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor or Assignee and that any and all subcontractors, sub-consultants and suppliers have been paid or will be promptly paid by Assignee.
- b. Assignor and Assignee acknowledge and agree that they are responsible to COUNTY for all work performed under the Agreement and Assignor and Assignee shall indemnify, defend and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Agreement.
- c. Assignee agrees that it will be subject to and abide by all of the terms and conditions of the Agreement, including the amount of remaining compensation to be paid for performance of the services specified in the Agreement.
- d. All unpaid amounts due and owing to Assignor under the Agreement including retainage as of the date of July 29, 2016 will be paid to Assignee.

4. All notices required to be given under this Consent to Assignment or under the Agreement shall be mailed to the following:

County: Hassan Hadjimiry, P.E., Assistant Director  
Palm Beach County Water Utilities Department  
8100 Forest Hill Blvd.  
West Palm Beach, FL 33413

Assignor: Mathews Consulting, Inc.  
477 S. Rosemary Avenue, Suite 330  
West Palm Beach, FL 33401  
Attn: Rene Mathews, P.E., President

Assignee: Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, IL 60012  
Attn: John V. Ambrose, President


ASSIGNMENT OF:  
MATHEWS CONSULTING, INC. TO  
BAXTER & WOODMAN, INC.  
Engineering/Professional Services Western Region Operations Center (WROC Contract)  
(R2014-1764)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date  
written above.

**Palm Beach County, Florida, By Its  
Board of County Commissioners**

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

**CONSULTANT:  
Baxter & Woodman, Inc.  
(Assignee)**

By:  \_\_\_\_\_  
John V. Ambrose,  
President  
*CAROL B. HANSTIMANN, vice president for*

**SEAL**

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

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:


By: \_\_\_\_\_  
COUNTY ATTORNEY

APPROVED AS TO TERMS AND  
CONDITIONS:

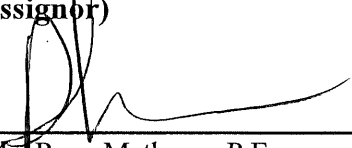
By:  \_\_\_\_\_

**CORPORATE  
SEAL**

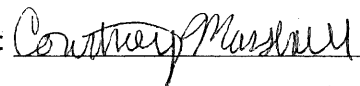
Witness:  \_\_\_\_\_  
Grace Bondlone  
Print Name


Witness:  \_\_\_\_\_  
Rick Chipman  
Print Name

**CONSULTANT:  
Mathews Consulting, Inc.  
(Assignor)**

By:  \_\_\_\_\_  
Ms. Rene Mathews, P.E.  
President

**CORPORATE  
SEAL**

Witness:  \_\_\_\_\_  
Courtney Marshall  
Print Name

Witness:  \_\_\_\_\_  
Kyle Scott  
Print Name



**CONSENT TO ASSIGNMENT**

This Consent to Assignment by and among **MATHEWS CONSULTING, INC.**, a Florida corporation (hereinafter "Assignor"), and **BAXTER & WOODMAN, INC.**, an Illinois corporation (hereinafter "Assignee"), and the Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY"), is made \_\_\_\_\_, 2016.

**WHEREAS**, on May 3, 2011, Assignor entered into a Contract for General Utility, Architectural & Value Engineering Consulting Services (2011 GE Contract) (R2011-0633) (the "Agreement") with COUNTY to furnish professional engineering services; and said Agreement is still active; and

**WHEREAS**, Assignee has purchased all of Assignor's assets, including Assignor's rights, title, and interests in the Agreement and all amendments thereto via an Asset Purchase Agreement dated July 25, 2016, with an effective closing date of July 29, 2016; and

**WHEREAS**, Article 7.22 of the Agreement provides for assignment of the Agreement with the consent of the COUNTY; and

**WHEREAS**, the assignment of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.
2. Assignee accepts the assignment of the Agreement and agrees to perform each and every obligation of the Assignor under the Agreement and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Agreement pursuant to the terms of the Agreement.

**ASSIGNMENT OF:  
MATHEWS CONSULTING, INC. TO  
BAXTER & WOODMAN, INC.  
General Engineering Services Contract (GE Contract) (R2011-0633)**

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and duties of Assignor as Consultant under the Agreement to Assignee subject to the conditions set forth below:

- a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor or Assignee and that any and all subcontractors, sub-consultants and suppliers have been paid or will be promptly paid by Assignee.
- b. Assignor and Assignee acknowledge and agree that they are responsible to COUNTY for all work performed under the Agreement and Assignor and Assignee shall indemnify, defend and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Agreement.
- c. Assignee agrees that it will be subject to and abide by all of the terms and conditions of the Agreement, including the amount of remaining compensation to be paid for performance of the services specified in the Agreement.
- d. All unpaid amounts due and owing to Assignor under the Agreement including retainage as of the date of July 29, 2016 will be paid to Assignee.

4. All notices required to be given under this Consent to Assignment or under the Agreement shall be mailed to the following:

County: Hassan Hadjimiry, P.E., Assistant Director  
Palm Beach County Water Utilities Department  
8100 Forest Hill Blvd.  
West Palm Beach, FL 33413

Assignor: Mathews Consulting, Inc.  
477 S. Rosemary Avenue, Suite 330  
West Palm Beach, FL 33401  
Attn: Rene Mathews, P.E., President

Assignee: Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, IL 60012  
Attn: John V. Ambrose, President


ASSIGNMENT OF:  
MATHEWS CONSULTING, INC. TO  
BAXTER & WOODMAN, INC.  
General Engineering Services Contract (GE Contract) (R2011-0633)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date  
written above.

Palm Beach County, Florida, By Its  
Board of County Commissioners

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

CONSULTANT:  
Baxter & Woodman, Inc.  
(Assignee)

By:  \_\_\_\_\_  
Louis P. HAUSMANN, VICE PRESIDENT  
John V. Ambrose,  
President

SEAL

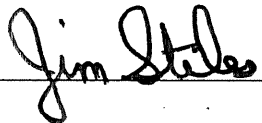
ATTEST:  
Sharon R. Bock, Clerk & Comptroller  
Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
COUNTY ATTORNEY

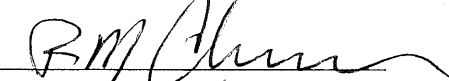
APPROVED AS TO TERMS AND  
CONDITIONS:

By:  \_\_\_\_\_

CORPORATE  
SEAL

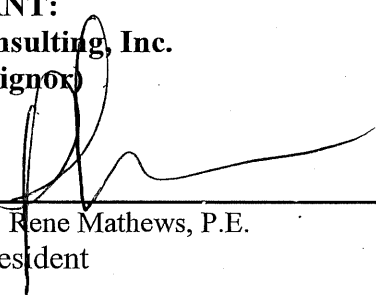
Witness:  \_\_\_\_\_

Grace Bondonese  
Print Name

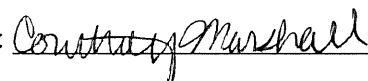
Witness:  \_\_\_\_\_

Rick Chapman  
Print Name

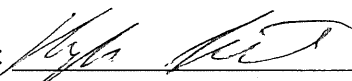
CONSULTANT:  
Mathews Consulting, Inc.  
(Assignor)

By:  \_\_\_\_\_  
Ms. Rene Mathews, P.E.  
President

CORPORATE  
SEAL

Witness:  \_\_\_\_\_

Courtney Marshall  
Print Name

Witness:  \_\_\_\_\_

Kyle Scott  
Print Name

Corporate Certification

This Certification is made by Baxter & Woodman, Inc., an Illinois Corporation ("B&W") and Mathews Consulting, Inc., a Florida Corporation ("MC") to confirm the merger and acquisition of MC by B&W.

The undersigned, in their capacities as President of B&W and MC, hereby certify on behalf of B&W and MC that:

- B&W and MC have entered into an Asset Purchase Agreement (APA) dated July 25, 2016, with an effective closing date of July 29, 2016.
- Following the date of closing, MC shall operate under the corporate authority of B&W as "Mathews Consulting, a Baxter & Woodman Company", with all MC employees being retained by B&W, and all operations continuing for the engineering business in its normal and customary course of business.

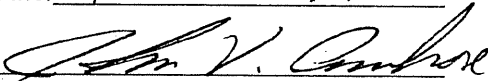
B&W and MC has caused this Certification to be duly executed and delivered in their name and on their behalf on the date set opposite the names below.

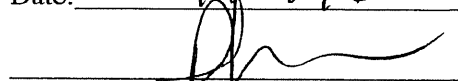
BAXTER & WOODMAN, INC.

MATHEWS CONSULTING, INC.

Date: 7-26-16

Date: 7-26-16

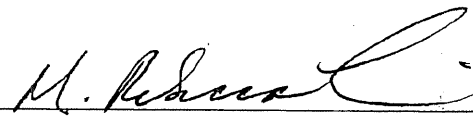
  
John V. Ambrose, P.E., President

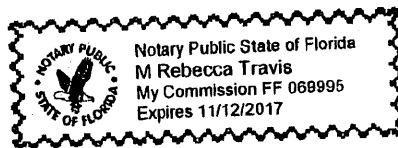
  
Rene L. Mathews, P.E., President

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2016 by Rene Mathews, President of Mathews Consulting, Inc., a Florida corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License \_\_\_\_\_ and (did/did not) take an oath.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2016 by John Ambrose, President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Illinois Driver's License \_\_\_\_\_ and (did/did not) take an oath.

  
Signature of person taking Acknowledgement







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/3/2016

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> Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
<b>INSURED</b> Mathews Consulting, a Baxter & Woodman Inc. Company 477 S. Rosemary Av., #330 West Palm Beach FL 33401		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Valley Forge Ins Co NAIC # 20508 INSURER B: Continental Casualty Co 20443 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CL168318171 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 <input checked="" type="checkbox"/> primary/non contributory <input checked="" type="checkbox"/> subj to written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6018314414	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6018314364	5/1/2016	5/1/2017	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		6018314381	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	6018314400	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <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
B	Professional Liability		AER591900841	5/15/2016	5/01/2017	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Western Region Operations Center (WROC); Engineering Design and Construction Services- WUD 13-053

<b>CERTIFICATE HOLDER</b>  Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) PO Box 20270 Long Beach, CA 90801	<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 Michael Christian/JAW <i>MJC Christian</i>
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**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Baxter &amp; Woodman, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>8678 Ridgefield Road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Crystal Lake, IL 60012</b>		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number										
3	6		-	2	8	4	5	2	4	2

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Gary M. Gulick</i>	Date ▶ <i>8/1/2016</i>
------------------	--	------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/3/2016

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> Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Mathews Consulting, a Baxter & Woodman Inc. Company 477 S. Rosemary Av., #330 West Palm Beach FL 33401	<b>INSURER A:</b> Valley Forge Ins Co		20508
	<b>INSURER B:</b> Continental Casualty Co		20443
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** CL168318171 **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 INSD	SUBR 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 <input checked="" type="checkbox"/> primary/non contributory <input checked="" type="checkbox"/> subj to written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6018314414	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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			6018314364	5/1/2016	5/1/2017	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6018314381	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6018314400	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <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
B	Professional Liability			AEH591900841	5/15/2016	5/01/2017	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: WUD 14-004. Palm Beach County Board of County commissioners, a Political Subdivision of the State of Florida, its officers, employees, & agents are included as additional insureds as respect GL/Auto/Umbrella subject to written contract requiring same. GL/Auto/Umbrella are primary & non-contributory subject to written contract. Umbrella follows form. Waiver of subrogation applies as respect GL/Auto/WC/Umbrella subject to written contract requiring same. 30 day notice of cancellation provided.

<b>CERTIFICATE HOLDER</b>  Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) PO Box 20270 Long Beach, CA 90801	<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 Michael Christian/JAW <i>MBC Christian</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/3/2016

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> Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A: Valley Forge Ins Co</b>		<b>20508</b>
<b>INSURER B: Continental Casualty Co</b>		<b>20443</b>
<b>INSURER C:</b> _____		_____
<b>INSURER D:</b> _____		_____
<b>INSURER E:</b> _____		_____
<b>INSURER F:</b> _____		_____

**COVERAGES** **CERTIFICATE NUMBER: CL168318171** **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 <input checked="" type="checkbox"/> primary/non contributory <input checked="" type="checkbox"/> subj to written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		6018314414	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP 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 checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6018314364	5/1/2016	5/1/2017	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		6018314381	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 _____ \$
A	<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 <input type="checkbox"/> N/A	6018314400	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <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
B	Professional Liability		AEH591900841	5/15/2016	5/01/2017	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Western Region Operations Center (WROC); Engineering Design and Construction Services- WUD 13-053

<b>CERTIFICATE HOLDER</b>  Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) PO Box 20270 Long Beach, CA 90801	<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 Michael Christian/JAW <i>MBC Christian</i>
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## Detail by Entity Name

### Foreign Profit Corporation

BAXTER & WOODMAN, INC.

### Filing Information

Document Number	F16000002059
FEI/EIN Number	36-2845242
Date Filed	05/02/2016
State	IL
Status	ACTIVE

### Principal Address

8678 RIDGEFIELD ROAD  
CRYSTAL LAKE, IL 60012

### Mailing Address

8678 RIDGEFIELD ROAD  
CRYSTAL LAKE, IL 60012

### Registered Agent Name & Address

AMBROSE, JOHN V  
477 S ROSEMARY AVENUE SUITE 330  
WEST PALM BEACH, FL 33401-5798

### Officer/Director Detail

#### **Name & Address**

Title CP

AMBROSE, JOHN V  
7300 BRAE COURT  
GURNEE, IL 60031

Title VCVF

HAUSSMANN, LOUIS D  
104 S OAK STREET  
CRYSTAL LAKE, IL 60014

Title DVP

WOLD, DEREK J  
12809 WEXFORD DRIVE  
PLAINFIELD, IL 60585

Title DSVP

FINN, DEBORAH  
8700 SHADE TREE CIRCLE  
LAKEWOOD, IL 60014

Title TVPD

SOSNOWSKI, CHRISTOPHER T  
4216 BELSON LANE  
CRYSTAL LAKE, IL 60014

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

05/02/2016 -- Foreign Profit

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State of Florida, Department of State

FILED 00002059

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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05/02/16--01046--013 \*\*87.50

FILED  
16 MAY -2 AM 11:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

MAY 05 2016  
J. HARRIS

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Baxter & Woodman, Inc.  
\_\_\_\_\_  
Name of corporation - must include suffix

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," or "Certificate of Good Standing" and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

John V. Ambrose

_____ Name of Person
Baxter & Woodman, Inc.
_____ Firm/Company
8678 Ridgfield Road
_____ Address
Crystal Lake, IL 60012
_____ City/State and Zip code
jambrose@baxterwoodman.com
_____ E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

John V. Ambrose	815	444-3274
_____ Name of Person	at (_____) Area Code	_____ Daytime Telephone Number

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Enclosed is a check for the following amount:

- \$70.00 Filing Fee
- \$78.75 Filing Fee & Certificate of Status
- \$78.75 Filing Fee & Certified Copy
- \$87.50 Filing Fee, Certificate of Status & Certified Copy

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT  
BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.*

Baxter & Woodman, Inc.

1. \_\_\_\_\_

(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Illinois 3. 362-84-5242

(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. November 20, 1975 5. \_\_\_\_\_

(Date of incorporation) (Date of duration, if other than perpetual)

6. \_\_\_\_\_

(Date first transacted business in Florida, if prior to registration)  
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. 8678 Ridgefield Road, Crystal Lake, IL 60012

(Principal office address)

(Current mailing address, if different)

8. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: John V. Ambrose

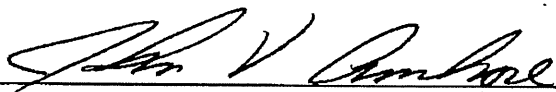
Office Address: 477 S. Rosemary Avenue Suite 330

West Palm Beach, Florida 33401-5798  
(City) (Zip code)

FILED  
MAY -2 AM 11:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

9. Registered agent's acceptance:

*Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*



(Registered agent's signature)

10. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

11. Names and business addresses of officers and/or directors:

**A. DIRECTORS**

Chairman: John V. Ambrose  
Address: 7300 Brae Court, Gurnee, IL 60031

Vice Chairman: Louis D. Haussmann  
Address: 104 S. Oak Street, Crystal Lake, IL 60014

Director: Derek J. Wold  
Address: 12809 Wexford Drive, Plainfield, IL 60585

Director: Deborah Finn  
Address: 8700 Shade Tree Circle, Lakewood, IL 60014

**B. OFFICERS**

President: John V. Ambrose  
Address: 7300 Brae Court, Gurnee, IL 60031

Vice President: Louis D. Haussmann    Derek J. Wold  
Address: 104 S. Oak Street, Crystal Lake, IL 60014  
12809 Wexford Drive, Plainfield, IL 60585

Secretary: Deborah Finn    (also a Vice President)  
Address: 8700 Shade Tree Circle, Lakewood, IL 60014

Treasurer: Christopher T. Sosnowski    (also a Vice President and Director)  
Address: 4216 Belson Lane, Crystal Lake, IL 60014

FILED  
15 MAY -2 AM 11:17  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

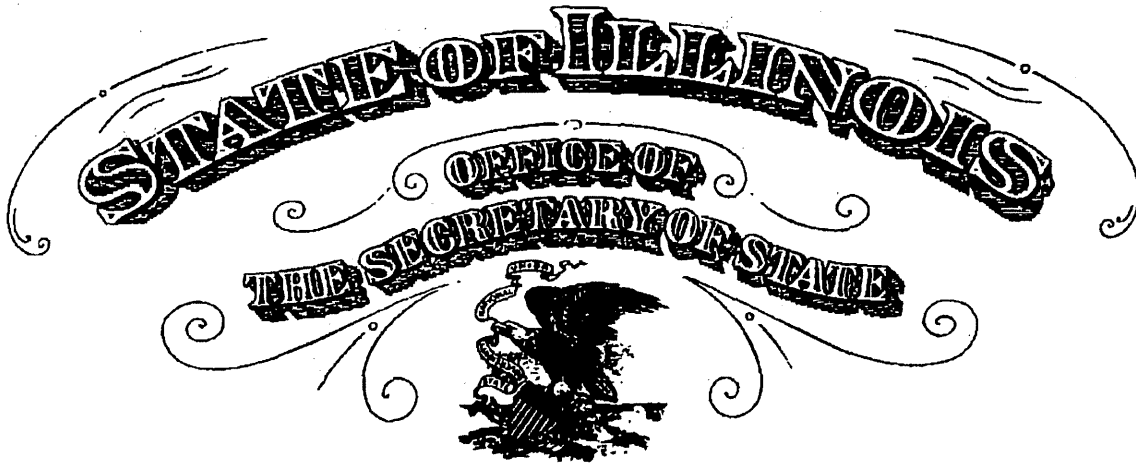
12.   
Signature of Director or Officer

The officer or director signing this document (and who is listed in number 11 above) affirms that the facts stated herein are true and that he or she is aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

13. John V. Ambrose  
(Typed or printed name and capacity of person signing application)

File Number

5077-883-5



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

BAXTER & WOODMAN, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 20, 1975, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



**In Testimony Whereof, I hereto set**  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 22ND*  
*day of MARCH A.D. 2016 .*

Authentication #: 1608201080 verifiable until 03/22/2017  
Authenticate at: <http://www.cyberdriveillinois.com>

*Jesse White*

SECRETARY OF STATE



### NON-DISCRIMINATION POLICY

Pursuant to Palm Beach County 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 for 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 firms doing business with Palm Beach County are required to submit a copy of its 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 a firm does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such firm shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

Firm hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Firm hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

Firm hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

Firm hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Firm hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

**NOTE:**

Firm's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; or (ii) provide Palm Beach County, with the information set forth above, will render Firm non-responsive.

Firm shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**FIRM:**

Company Name : Baxter & Woodman, Inc

Signature: John V. Ambrose Date: 8/9/2016

Name (type or print) : John V. Ambrose

Title: President/CEO

## 2 EMPLOYMENT POLICIES AND ADMINISTRATION

### 2.1 *Equal Employment Opportunity*

It is the policy of B&W to provide equal employment opportunity to qualified applicants and employees without regard for their race, color, religion, sex, marital status, age, sexual orientation, national origin, handicap and/or disability or any other basis prohibited by law. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at B&W will be based on merit, qualifications, abilities, effort and contributions to the company's goals and objectives. It is the responsibility of each individual employee to embrace diversity and be professional and respectful of others, regardless of the situation or circumstance.

The Company will make reasonable accommodations for qualified individuals with known disabilities so that they can perform the essential functions of their jobs unless doing so would result in an undue hardship to B&W. Such individuals are encouraged to discuss their need for a reasonable accommodation with a member of Human Resources.

This policy governs all aspects of employment, including, but not limited to: selection, job assignment, compensation, discipline, termination and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of Human Resources or to a member of management with whom he/she feels comfortable discussing the complaint. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any unlawful discrimination will not be tolerated and will be dealt with accordingly by corrective counseling and/or suspension without pay or termination depending on the severity of the violation. (See also Harassment Prevention Policy 2.3)

#### 2.1.1 *Background Verification*

B&W values its employees, customers, contractors, and visitors and recognizes the need to promote a safe and secure workplace that reflects B&W's values and high level of integrity. Also, for security reasons, B&W is occasionally asked to complete background verifications for its employees, temporary placements, and contractors performing work for clients. To achieve these goals, B&W may request a background check for a candidate as part of the employment application process and may also review an employee's background on an annual basis during employment.

### 2.2 *Fair Treatment*

Every person has the right to discuss work-related problems with his or her employer. Management will attempt to understand these problems, and try to resolve them in a satisfactory manner.