

Agenda Item #: 3-C-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: February 6, 2018

Consent Regular
 Workshop Public Hearing

Department: Engineering & Public Works Department
Submitted By: Engineering & Public Works Department
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) The second amendment to the annual civil engineering contract with Civil Design, Inc., (CDI) R2016-0308, dated March 22, 2016, to extend the contract expiration date from March 21, 2018 to March 21, 2019, and modify the fee schedule, among other changes;
- B) The third amendment to the annual civil engineering contract with Michael B. Schorah & Associates, Inc., (MBS) R2016-0309, dated March 22, 2016, to extend the contract expiration date from March 21, 2018 to March 21, 2019, among other changes; and
- C) The second amendment to the annual civil engineering contract with Mock, Roos & Associates, Inc., (MRA) R2016-0310, dated March 22, 2016, to extend the contract expiration date from March 21, 2018 to March 21, 2019, among other changes.

SUMMARY: Approval of these second and third amendments will extend the expiration dates of the annual civil engineering contracts for CDI, MBS and MRA from March 21, 2018 to March 21, 2019. These extensions will provide a continuation of the required professional services provided by CDI, MBS and MRA for one year, on a task order basis. The amendment with CDI will also adjust their hourly rates as allowed in the original contract. These amendments with CDI, MBS and MRA will also amend "Section 5.2. Payments" and will add "Section 21 – Chapter 119, F.S. Public Records" and add "Section 22 – Additional Reporting" to the original contracts per Palm Beach County (County) requirements. These amendments are the second renewals of two possible one year renewals permitted per the original contracts. The first amendment with MBS was due to a scrivener's error in their multiplier. To date, tasks in the amount of \$359,970 have been authorized for CDI with 97.16% Small Business Enterprise (SBE) participation which exceeds their commitment of 95%. Tasks in the amount of \$47,992 have been authorized for MBS with 100% SBE participation which exceeds their commitment of 94%. Tasks in the amount of \$265,552 have been authorized for MRA with 95.79% SBE participation which is currently less than their commitment of 100%. MRA's SBE participation was reduced because their subconsultant, Scheda Ecological has now become ESA/Scheda Environmental, which is not an SBE company. MRA will endeavor to increase their SBE participation in the future. CDI, MBS and MRA are County based companies and are all certified as SBE companies. Countywide (LBH)

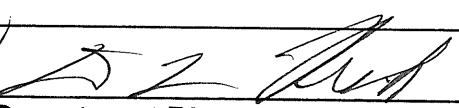
Background and Justification: (continued on Page 3)

Attachments:

- 1. Second Amendment with CDI with Exhibit B2 and Certificate of Insurance (2)
- 2. Third Amendment with MBS and Certificates of Insurance (2)
- 3. Second Amendment with MRA and Certificates of Insurance (2)

Recommended By: 

Department Director

 1/25/2019
Date

Approved By: 

Assistant County Administrator

1/25/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
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
 Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

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

C. Departmental Fiscal Review: Alicia Kovalainen

III. REVIEW COMMENTS

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

[Signature] 1/11/18
 1/19/18 ASO OFMB 1/10/18

[Signature] 1/17/18
 Contract Dev. and Control 1/17/18

B. Approved as to Form and Legal Sufficiency:

1/25/18 [Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification: In accordance with the Board of County Commissioners' adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, CDI, MBS and MRA were selected to perform professional services relative to 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 and third amendments to the contracts have been reviewed with the above listed consultants, and the Engineering Department recommends approval to maintain continuity of these professional services required by the County.

**SECOND AMENDMENT TO THE CIVIL ENGINEERING SERVICES
ANNUAL CONTRACT NO. R2016-0308
DATED MARCH 22, 2016, BY AND BETWEEN
CIVIL DESIGN, INC., AND PALM BEACH COUNTY**

THIS SECOND AMENDMENT to the Civil Engineering Services Annual Contract dated March 22, 2016, (R2016-0308), 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 March 22, 2016, the CONSULTANT and COUNTY entered into a twelve month Civil Engineering Services Annual Contract for engineering services and other related tasks throughout Palm Beach County; and

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

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

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from March 21, 2018 to March 21, 2019, with all original terms, conditions and unit prices adhered to; and

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

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to modify the Fee Schedule of the CONTRACT from **Exhibit B** in the Original Contract to the revised Fee Schedule provided by CONSULTANT dated October 18, 2017, and attached hereto as **Exhibit B2**; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT Section 5.2. Payments; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to add to the CONTRACT SECTION 21 – **CHAPTER 119, F.S. PUBLIC RECORDS**; and

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

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

1. The above recitations are true and correct and incorporated herein.
2. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information pursuant to Palm Beach County Resolution R-2017-1770, as may be amended.
3. Section 5.2 of the original contract (R2016-0308) shall be replaced with the following:

5.2. Payments

5.2.1. Progress reports and/or payment invoices shall be submitted monthly by the CONSULTANT. Payments to the CONSULTANT shall be payable within 45 days after receipt of accurate and complete invoice from CONSULTANT, in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the COUNTY.

5.2.2. Upon satisfactory completion of all Services, including permits, described in this Contract and approval and acceptance of the plans by the COUNTY full payment for all completed Services provided, will be made and the contract will be closed. If the contract has an authorization for Post Design Services the Contract will remain open until all Post Design Services (if applicable) are complete.

5.2.3. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion, approval and acceptance by the COUNTY, of all the Services described in this Contract, including Post Design Services.

5.2.4 Due to the nature of the work flow and the small size of expected projects to be performed by the CONSULTANT, the COUNTY recognizes that the purpose of withholding retainage may not be applicable for all projects and the COUNTY may waive the requirement upon written request from the CONSULTANT.

4. Add the following: SECTION 21 - **CHAPTER 119, F.S. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ANNUAL CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ANNUAL CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Records Request, Palm Beach County Public Affairs
Department
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
Or by Telephone at: 561-355-6680**

5. Add the following: SECTION 22 – **ADDITIONAL REPORTING**

COUNTY requires CONSULTANT to track during the CONTRACT, and report at the end of the CONTRACT, the county of residence of the Consultant's employees and its subconsultants' employees. CONSULTANT agrees to prepare and provide the required report with its request for final payment.

6. The CONTRACT, dated March 22, 2016, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from March 21, 2018 to March 21, 2019.
7. The Fee Schedule shown as **Exhibit B** in the Original Contract is hereby modified as shown in the revised Fee Schedule provided by CONSULTANT dated October 18, 2017, and attached hereto as **Exhibit B2**.
8. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
9. Except as provided herein, all other provisions of the Civil Engineering Services Annual Contract dated March 22, 2016, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Civil Engineering Services Annual Contract (R2016-0308) to be executed and sealed this _____ day of _____, 20__.

OWNER:
Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

BY: _____
Melissa McKinlay, Mayor

S E A L

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

BY: _____
(Print Name)

(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

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

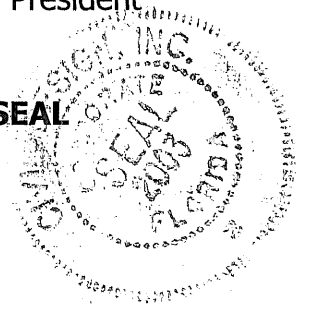
APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney-ff

CONSULTANT:
Civil Design, Inc.

BY: T. Jeff Trompeter
T. Jeff Trompeter, P.E., President

CORPORATE SEAL



ATTEST WITNESS:

BY: Denise A. Bas-Arzuaga
(Print Name)

Denise A. Bas-Arzuaga
(Signature)

BY: Roland Rodriguez
(Print Name)

Roland Rodriguez
(Signature)



EXHIBIT B2

**CIVIL DESIGN ANNUAL SERVICES
FEE SCHEDULE**

EFFECTIVE DATES MARCH 22, 2018 TO MARCH 21, 2019

HOURLY RATES:

<u>Personnel Classification</u>	<u>Hourly Pay</u>	<u>Multiplier</u>	<u>Hourly Rate</u>
1. Principal Engineer	\$61.90	2.95	\$182.60
2. Project Manager	\$46.30	2.95	\$136.58
3. Project Engineer.....	\$31.12	2.95	\$91.80
4. AutoCAD Technician	\$26.50.....	2.95	\$78.17

MULTIPLIER CALCULATIONS:

Salary.....	1.00
Fringe Benefits	0.33
Overhead.....	<u>1.31</u>
Subtotal.....	2.64
Profit @ 12%.....	<u>0.31</u>
TOTAL	2.95

*Rates OK
HK*

Contract multiplier of 2.95 is provided per Resolution 2016-0308.

CERTIFICATION:

The above is true and correct to the best of my knowledge.



T. Jeff Trompeter, President

October 18, 2017
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/17

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 have ADDITIONAL INSURED provisions or 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 Hansen Insurance, LLC 4590 N. Meridian Avenue Miami Beach, FL 33140 A307619		CONTACT NAME: Rick Hansen PHONE (A/C, No, Ext): (305) 674-9998 E-MAIL ADDRESS: rick@hanseninsurancefl.com		FAX (A/C, No): (305) 674-9998	
INSURED Civil Design, Inc. 1400 Centrepark Blvd., Suite #905 West Palm Beach, FL 33401		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Liberty Insurance Underwriters		19917	
		INSURER B: The Phoenix Insurance Company		25623	
		INSURER C: Travelers Casualty & Surety Co		31194	
		INSURER D:			
		INSURER E:			
		INSURER F:			

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


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	6605D859672	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	6605D859672	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
C	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	UB-6J384625	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Professional Liability		AEX100937-0004	10/1/2017	10/1/2019	each claim 1000000 annl. aggr. 2000000

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

Insured ID: R2016-0308-PBC | ITS Account #: PLC2017
 RE: Palm Beach County - Engineering Roadway Production Contract: R2016-0308-PBC
 RE: "For All Projects with Palm Beach County" Certificate Holder, Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are listed as an additional insured with respect to the Commercial General Liability insurance and Auto Liability insurance where required by written contract. Professional Liability insurance is written on a claims-made and reported basis. Professional Liability insurance retroactive date is 10/01/2003.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County C/O Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	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 
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October 19, 2017

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Palm Beach County, Department of Engineering & Public Works
Roadway Production Division / CCNA Section
2300 N. Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

Re: Civil Design, Inc.
Company Owned Vehicles & Insurance
ITS Account No.: PLC12017
PBC Contracts: R2016-0308 & R2013-0413

To Whom it May Concern:

I am writing to confirm that Civil Design, Inc. does not own any vehicles. As such our automobile insurance coverage reflects "Hired Autos" and "Non-Owned Autos".

If vehicles are acquired during the term of the contract, Civil Design, Inc. agrees to purchase "all owned" auto coverage as of the date of acquisition.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Jeff Trompeter", is written over the word "Sincerely,".

T. Jeff Trompeter, P.E.
President

**THIRD AMENDMENT TO THE CIVIL ENGINEERING SERVICES
ANNUAL CONTRACT NO. R2016-0309
DATED MARCH 22, 2016, BY AND BETWEEN
MICHAEL B. SCHORAH & ASSOCIATES, INC., AND PALM BEACH COUNTY**

THIS THIRD AMENDMENT to the Civil Engineering Services Annual Contract dated March 22, 2016, (R2016-0309), 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 March 22, 2016, the CONSULTANT and COUNTY entered into a twelve month Civil Engineering Services Annual Contract for engineering services and other related tasks throughout Palm Beach County; and

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

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

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from March 21, 2018 to March 21, 2019, with all original terms, conditions and unit prices adhered to; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT Section 5.2. Payments; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to add to the CONTRACT SECTION 21 – **CHAPTER 119, F.S. PUBLIC RECORDS**; and

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

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

1. The above recitations are true and correct and incorporated herein.
2. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information pursuant to Palm Beach County Resolution R-2017-1770, as may be amended.
3. Section 5.2 of the original contract (R2016-0309) shall be replaced with the following:

5.2. Payments

5.2.1. Progress reports and/or payment invoices shall be submitted monthly by the CONSULTANT. Payments to the CONSULTANT shall be payable within 45 days after receipt of accurate and complete invoice from CONSULTANT, in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the COUNTY.

5.2.2. Upon satisfactory completion of all Services, including permits, described in this Contract and approval and acceptance of the plans by the COUNTY full payment for all completed Services provided, will be made and the contract will be closed. If the contract has an authorization for Post Design Services the Contract will remain open until all Post Design Services (if applicable) are complete.

5.2.3. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion, approval and acceptance by the COUNTY, of all the Services described in this Contract, including Post Design Services.

5.2.4 Due to the nature of the work flow and the small size of expected projects to be performed by the CONSULTANT, the COUNTY recognizes that the purpose of withholding retainage may not be applicable for all projects and the COUNTY may waive the requirement upon written request from the CONSULTANT.

4. Add the following: SECTION 21 - **CHAPTER 119, F.S. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ANNUAL CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ANNUAL CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Records Request, Palm Beach County Public Affairs
Department
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
Or by Telephone at: 561-355-6680**

5. Add the following: SECTION 22 – **ADDITIONAL REPORTING**

COUNTY requires CONSULTANT to track during the CONTRACT, and report at the end of the CONTRACT, the county of residence of the Consultant's employees and its subconsultants' employees. CONSULTANT agrees to prepare and provide the required report with its request for final payment.

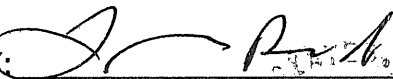
6. The CONTRACT, dated March 22, 2016, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from March 21, 2018 to March 21, 2019.
7. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
8. All other provisions of the Civil Engineering Services Annual Contract dated March 22, 2016, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Civil Engineering Services Annual Contract (R2016-0309) to be executed and sealed this _____ day of _____, 20__.

OWNER:
Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

CONSULTANT:
Michael B. Schorah & Associates, Inc.

BY: _____
Melissa McKinlay, Mayor

BY:  _____
Frederick Roth, Jr., President

SEAL

CORPORATE SEAL

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


ATTEST WITNESS:
BY: SHARON R. MYERS
(Print Name)

BY: _____
(Print Name)

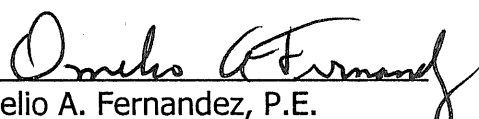
 _____
(Signature)

(Signature)

BY: Anna Palumbo
(Print Name)

 _____
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

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

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney ~~II~~



MICHBSC-01

FRENCHM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/4/2017

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 License # 0E67768 Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458 CONTACT NAME: Stephanie Chase PHONE (A/C, No, Ext): 26041 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Stephanie.Chase@ioausa.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Massachusetts Bay Insurance Company 22306 INSURER B : Allmerica Financial Benefit Insurance Company 41840 INSURER C : The Hanover Insurance Company 22292 INSURER D : AXIS Insurance Company 37273 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (ZDJ D442809-00), Automobile Liability (AWJ D442818-00), Umbrella Liability (UHJ D442807-00), Workers Compensation and Employers' Liability, and Professional Liability (AEA003003-01-2017).

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

Professional Liability retro date 08/01/79 Palm Beach County Board of COunty Commissioners, A Polictical Subdivision of the State of FLorida, Its Officers, Employees and Agents are included as additional insured under respects to General Liability if required by written contract per form 421-2915 06/15 and Auto liability per 461-0478.

CERTIFICATE HOLDER CANCELLATION

Form with two main sections: CERTIFICATE HOLDER (Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) PO BOX 20270 Long Beach, CA 90801) and 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 Dorsey)



CERTIFICATE OF LIABILITY INSURANCE

MICH-21 OP ID: NC

DATE (MM/DD/YYYY)
01/18/2017

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 Henderson Brothers, Inc. 920 Ft Duquesne Blvd Pittsburgh, PA 15222 Jared J. Sadowski	CONTACT NAME: Jared J. Sadowski	
	PHONE (A/C, No, Ext): 412-261-1842	FAX (A/C, No): 412-261-4149
E-MAIL ADDRESS: jjsadowski@hendersonbrothers.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Insurance		23043
INSURER B: Peerless Indemnity Insurance		18333
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED: **Michael B. Schorah & Assoc Inc**
Michael B. Schorah
1850 Forest Hill Blvd Ste 205
West Palm Beach, FL 33406

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 I 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"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	BKS57676550	12/03/2016	12/03/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	BAS57676550	12/03/2016	12/03/2017	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		USO57676550	12/03/2016	12/03/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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 N/A	X XWS57676550	01/27/2017	01/27/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Notepad

CERTIFICATE HOLDER	CANCELLATION
PALMBEA Palm Beach County c/oinsurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	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

**SECOND AMENDMENT TO THE CIVIL ENGINEERING SERVICES
ANNUAL CONTRACT NO. R2016-0310
DATED MARCH 22, 2016, BY AND BETWEEN
MOCK, ROOS & ASSOCIATES, INC., AND PALM BEACH COUNTY**

THIS SECOND AMENDMENT to the Civil Engineering Services Annual Contract dated March 22, 2016, (R2016-0310), hereinafter "CONTRACT" by and between Mock Ross & 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 March 22, 2016, the CONSULTANT and COUNTY entered into a twelve month Civil Engineering Services Annual Contract for engineering services and other related tasks throughout Palm Beach County; and

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

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

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from March 21, 2018 to March 21, 2019, with all original terms, conditions and unit prices adhered to; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT Section 5.2. Payments; and

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to add to the CONTRACT SECTION 21 – **CHAPTER 119, F.S. PUBLIC RECORDS**; and

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

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

1. The above recitations are true and correct and incorporated herein.
2. The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information pursuant to Palm Beach County Resolution R-2017-1770, as may be amended.
3. Section 5.2 of the original contract (R2016-0310) shall be replaced with the following:

5.2. Payments

5.2.1. Progress reports and/or payment invoices shall be submitted monthly by the CONSULTANT. Payments to the CONSULTANT shall be payable within 45 days after receipt of accurate and complete invoice from CONSULTANT, in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the COUNTY.

5.2.2. Upon satisfactory completion of all Services, including permits, described in this Contract and approval and acceptance of the plans by the COUNTY full payment for all completed Services provided, will be made and the contract will be closed. If the contract has an authorization for Post Design Services the Contract will remain open until all Post Design Services (if applicable) are complete.

5.2.3. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion, approval and acceptance by the COUNTY, of all the Services described in this Contract, including Post Design Services.

5.2.4 Due to the nature of the work flow and the small size of expected projects to be performed by the CONSULTANT, the COUNTY recognizes that the purpose of withholding retainage may not be applicable for all projects and the COUNTY may waive the requirement upon written request from the CONSULTANT.

4. Add the following: SECTION 21 - **CHAPTER 119, F.S. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE ANNUAL CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ANNUAL CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Records Request, Palm Beach County Public Affairs
Department
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
Or by Telephone at: 561-355-6680**

5. Add the following: SECTION 22 – **ADDITIONAL REPORTING**

COUNTY requires CONSULTANT to track during the CONTRACT, and report at the end of the CONTRACT, the county of residence of the Consultant's employees and its subconsultants' employees. CONSULTANT agrees to prepare and provide the required report with its request for final payment.

6. The CONTRACT, dated March 22, 2016, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from March 21, 2018 to March 21, 2019.
7. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
8. All other provisions of the Civil Engineering Services Annual Contract dated March 22, 2016, shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to the Civil Engineering Services Annual Contract (R2016-0310) to be executed and sealed this _____ day of _____, 20__.

OWNER:
Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

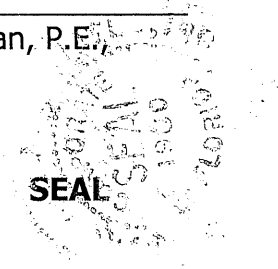
CONSULTANT:
Mock, Roos & Associates, Inc.

BY: _____
Melissa McKinlay, Mayor

BY: Dale Wm. Zimmerman
Dale Wm. Zimmerman, P.E.
President

SEAL

CORPORATE SEAL



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

ATTEST WITNESS:

BY: _____
(Print Name)

BY: Debra C. McCray
(Print Name)

(Signature)

Debra C. McCray
(Signature)

BY: S. Gail Steinmetz
(Print Name)

S. Gail Steinmetz
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

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

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney

Client#: 1048703

MOCKROO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2017

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: USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700, Tampa, FL 33607. CONTACT NAME, PHONE (A/C, No, Ext): 813 321-7500, FAX (A/C, No):, E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: XL Specialty Insurance Company, NAIC #: 37885. INSURED: Mock, Roos & Associates, Inc., 5720 Corporate Way, West Palm Beach, FL 33407-2066. INSURER B, C, D, E, 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability coverage is written on a claims-made basis. For all projects with Palm Beach County FULL PRIOR ACTS. Deductible is \$25,000 each claim. Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

CERTIFICATE HOLDER: Palm Beach County, c/Insurance Tracking Services, Inc. (ITS), PO box 20270, Long Beach, CA 90801. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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Client#: 1095989

MOCKROO2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/05/2017

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: USI Insurance Services, LLC; CONTACT NAME: Kandi Schmitz; PHONE: 561-693-0504; FAX: 855-420-6662; E-MAIL ADDRESS: kandi.schmitz@usi.com; INSURER(S) AFFORDING COVERAGE: INSURER A: Transportation Insurance Company (NAIC # 20494), INSURER B: Continental Insurance Company (NAIC # 35289), INSURER C: Valley Forge Insurance Company (NAIC # 20508), INSURER D, INSURER E, INSURER F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Ten days Notice for Non-Payment of Premium, 30 days Notice All Other. When required by contract: General Liability: Blanket Additional Insured with Products-Completed Operations, Waiver of Transfer of Rights of Recovery Against Others. Automobile Liability: Designated Insured, Waiver of Transfer of Rights of Recovery Against Others. (See Attached Descriptions)

CERTIFICATE HOLDER: Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. 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: B. M. Carl

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DESCRIPTIONS (Continued from Page 1)

Workers Compensation: Waiver of Our Right to Recover from Others.

RE: M.R #B5037.00, Civil Engineering Services required for County User Departments.

The General Liability and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, Its Officers, Employees and Agents, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named Insured.

The General Liability and Automobile Liability policies contains a special endorsement with Primary wording, when required by written contract. The General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

Corporate Resolution
of
Mock, Roos & Associates, Inc.

Mock, Roos & Associates, Inc. is a corporation duly organized and existing under the laws of the State of Florida, having its principal place of business at 5720 Corporate Way, West Palm Beach, Florida.

I certify that Garrytt G. Gruber, P.E., Senior Vice President, was duly authorized by Resolution of the Board of Directors of Mock, Roos & Associates, Inc. dated June 21, 2016, to execute on behalf of the Corporation client proposals or contracts, the substance of which are within the primary areas of responsibility of said Senior Vice President.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of October, 2017.



Debra C. McCray, Secretary

(Corporate Seal)

