



January 2, 2018

Stantec Consulting Services Inc.  
901 Ponce de Leon Boulevard, Suite 900  
Coral Gables, Florida 33134  
Attn: Mr. Robert T. Carballo, P.E., Vice President

**RE: STRUCTURAL ENGINEERING SERVICES  
ANNUAL CONTRACT  
RESOLUTION NO.: R2017-0137  
CONTRACT DATED: FEBRUARY 7, 2017**

Mr. Carballo:

This letter serves as your **"Notice to Proceed"** with the above referenced renewal of Annual Service, which was approved by the Board of County Commissioners (Board) on December 19, 2017 (R2017-1878).

The County User Departments will be in touch with you when your services are required.

If you have any questions, please feel free to contact me, at 561-684-4122.

Sincerely,

  
\_\_\_\_\_  
Holly B. Knight, P.E.  
Contracts Section Manager  
Roadway Production Division

HBK:jd

**Attachment**

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

ec: Omelio A. Fernandez, P.E., Director, Roadway Production Division  
L. Morton Rose, P.E., Assistant Director, Roadway Production Division  
Holly B. Knight, P.E., Contracts Section Manager, Roadway Production Division  
Vanessa Jagoo, TA II, Roadway Production Division  
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**Department of Engineering  
and Public Works**

P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
FAX: (561) 684-4050  
www.pbcgov.com

**Palm Beach County  
Board of County  
Commissioners**

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

**FIRST AMENDMENT TO THE ANNUAL STRUCTURAL ENGINEERING  
CONTRACT NO. R2017-0137  
DATED FEBRUARY 7, 2017, BY AND BETWEEN  
STANTEC CONSULTING SERVICES INC.,  
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the Annual Structural Engineering Contract dated February 7, 2017, (R2017-0137), hereinafter "CONTRACT" by and between Stantec Consulting Services Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the state of Florida, hereinafter, "COUNTY".

**WITNESSETH**

WHEREAS, on February 7, 2017, the CONSULTANT and COUNTY entered into a twelve month Annual Structural Engineering Contract for engineering services and other related tasks throughout Palm Beach County; and

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

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

WHEREAS, by this amendment, the CONSULTANT and the COUNTY mutually agree to amend the CONTRACT terms to extend the expiration date of the CONTRACT from February 6, 2018 to February 6, 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 B1.

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-2014-1421, as may be amended.

CONSULTANT has submitted to the COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

3. Section 5.2. of the original contract (R2017-0137) 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. The CONTRACT, dated February 7, 2017, between the CONSULTANT and the COUNTY is hereby amended to extend the expiration date of the CONTRACT from February 6, 2018 to February 6, 2019.
5. The Fee Schedule shown as Exhibit B in the Original Contract is hereby modified as shown in the revised Fee Schedule provided by CONSULTANT dated October 18, 2017, and attached hereto as Exhibit B1.
6. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the COUNTY.
7. Except as provided herein, all other provisions of the Annual Structural Engineering Contract dated February 7, 2017, hereby confirmed shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to the Structural Engineering Annual Contract (R2017-0137) to be executed and sealed this DEC 19 2017 day of \_\_\_\_\_, 20\_\_.

OWNER: **R2017 1878**  
**Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

BY: Melissa McKinlay  
Melissa McKinlay, Mayor

**SEAL**

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

BY: Tracey Powell  
(Print Name)  
Tracey Powell  
(Signature) Deputy Clerk

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: Liz Herman  
Liz Herman, Assistant County Attorney II

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CONSULTANT:  
**Stantec Consulting Services Inc.**

BY: Robert T. Carballo  
Robert T. Carballo, P.E., Vice President

**CORPORATE SEAL** Corporate Seal



ATTEST WITNESS:

BY: Jessica Comellas  
(Print Name)

J Comellas  
(Signature)

BY: Maybet Garcia  
(Print Name)

Maybet Garcia  
(Signature)

**PROPOSED UNLOADED RATES AND MULTIPLIER CALCULATION - PRIME CONSULTANT**

Name of Project: Structural Engineering Services Annual Contract  
 Consultant Name: Stantec  
 Consultant No.: TBD  
 Date: 10/18/2017  
 Estimator: R. Shillingford

Palm Beach County Contract Number: R2017-0137  
 FAP No.: NA

Staff Classification	Project Manager	Senior Engineer	Project Engineer	Engineering Intern	Designer
<b>Proposed Unloaded Rate</b>	\$65.03	\$60.47	\$49.44	\$31.83	\$37.13

**OVERHEAD: 165.03%**  
**OPERATING MARG (% of Salary+Overhead) 12.00%**  
**MULTIPLIER 2.97**

\* Special Inspector/Threshold Inspector services will be provided by our Sub-Consultant, Tierra South Florida, Inc.

*Rates OK  
HK*

Exhibit "B1"

**NON-DISCRIMINATION POLICY FORM**  
**Contract No.:           R2017-0137**

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County "**shall not conduct business with nor appropriate any funds for any organization or entity 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.**"

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, **prior** to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

**Check one:**

Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

**OR**

Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

**ORGANIZATION / ENTITY INFORMATION:**

STATE CONSULTING SERVICES, LLC

Name of Organization or Entity

Signature

ROBERT CARBALLO

Name (type or print)

VICE PRESIDENT.

Title





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2018

4/29/2017

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 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).

<b>PRODUCER</b> LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURED</b> 1426517 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> Zurich American Insurance Company
		<b>INSURER B:</b> Travelers Property Casualty Co of America
		<b>INSURER C:</b> American Guarantee and Liab. Ins. Co.
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:** 14635414                      **REVISION NUMBER:** XXXXXXXX

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL/CROSS</b> <input checked="" type="checkbox"/> <b>XCU COVERED</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	Y	GLO5415704	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2017 5/1/2017 5/1/2017	5/1/2018 5/1/2018 5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	Y	AUC9184637	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017 5/1/2017	5/1/2018 5/1/2018	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 2158 RE: FOR ALL PROJECTS WITH PALM BEACH COUNTY. \*\*\* SEE ATTACHMENT \*\*\*

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

**14635414**  
 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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PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY, BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AND THIS COVERAGE IS PRIMARY AND OTHER INSURANCE IS EXCESS AND NON CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES IF REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY STATE LAW. THE COVERAGE SHALL NOT BE CANCELLED OR NON RENEWED EXCEPT AFTER THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

**OFFICER'S CERTIFICATE**  
of  
**STANTEC CONSULTING SERVICES INC., A NEW YORK CORPORATION**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Assistant Secretary** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").
2. On **June 15, 2017**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Operating and Signing Authority Policies, as modified or amended from time to time, of Stantec Inc.
  2. execution of any documents for and on behalf of the Corporation shall be governed by the Operating and Signing Authority Policies, as modified or amended from time to time, of Stantec Inc.;
  3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Operating and Signing Authority Policies, as amended from time to time, of Stantec Inc.
3. **Robert Carballo** is a **Vice President** of the Corporation, and in that capacity, is duly authorized to sign contracts in accordance with the Corporation's Operating and Signing Authority Policies in connection with:

**Palm Beach County, Florida**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 17th day of October 2017.



Jeffrey P. Stone, Vice President &  
Associate General Counsel and  
Assistant Secretary

