

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

3H-2

AGENDA ITEM SUMMARY

Meeting Date: September 22, 2015

☒ [X] Consent ☐ [] Regular
☐ [] Ordinance ☐ [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contracts with three (3) firms to provide environmental assessment services on a continuing basis for Facilities Development and Operations Department:

- 1) AECOM Technical Services, Inc.
- 2) Dunkelberger Engineering & Testing, Inc.
- 3) ECO Advisors, LLC.

Summary: The purpose of these contracts is to have consultants under contract to provide environmental services for condition assessment, identification of remedial activities, and related consulting and remediation observation services for Facilities Development and Operations Department. These services are required on both County-owned properties and properties being considered for acquisition, and those on which grants are being considered for third parties. Consultant fees will be negotiated on an individual basis for each identified project. These contracts will be for two (2) years with three (3)-one (1) year extension options. All of the firms have agreed to meet, or will exceed, the Small Business Enterprise (SBE) goal of 15%. AECOM Technical Services, Inc.'s estimated SBE participation is 19%; Dunkelberger Engineering & Testing, Inc.'s estimated SBE participation is 15%; and ECO Advisors, LLC's estimated SBE participation is 93%. All firms have Palm Beach County local offices. **(FD&O Capital Improvements Division) Countywide (ME)**

Background and Justification: Selection was performed under Board adopted procedures and the Consultants Competitive Negotiation Act (CCNA) Florida Statute §287.055 on June 29, 2015. Work will be authorized through individual task authorizations when they are required during the term of the contracts. Work authorized under the current contracts in the past four (4) years was \$323,000.

Attachments:

1. AECOM Technical Services, Inc. Contract w/Disclosure of Ownership Interests
 2. Dunkelberger Engineering & Testing, Inc. Contract w/Disclosure of Ownership Interests
 3. ECO Advisors, LLC. Contract w/Disclosure of Ownership Interests
- Agenda Items is more than 100 pages may be viewed in Minutes

Recommended by: gac

Department Director

Date

9/24/15

Approved by:

County Administrator

Date

CP Baker

9/9/15

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2015	2016	2017	2018	2019
Capital Expenditures	\$0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$0	0	0	0	0

Additional FTE

Positions (Cumulative)

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No:

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Fiscal Impact cannot be determined at this time. Individual Task Assignments requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

OFMB

KN 8/31
P/S

Contract Dev. and Control
9-8-15 B. Wheeler

A. Legal Sufficiency:

Assistant County Attorney

A. Other Department Review:

Department Director

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

CONTRACT FOR ENVIRONMENTAL ASSESSMENT SERVICES ON A CONTINUING CONTRACT BASIS

This Contract is made as of _____, by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY or Owner, and **AECOM Technical Services, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is **59-2661922**.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

DEFINITIONS:

“Approval”/“Acceptance”/“Authorization”: when referring to COUNTY’S approval, acceptance or authorization shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred to the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

SECTION I - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 CONSULTANT shall provide for professional consultation and advice for environmental assessment services and customary engineering services incidental thereto.

1.1.2 The services of this Contract may include a series of many separate individual task or projects as more particularly described in Exhibit A. Task assignments will be subject to scope definition and determination of level of effort on a task-by-task basis. During the term of this Contract, the COUNTY may require services that are expected to be more extensive in scope or a different nature than contemplative under this Contract. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understood that the relationship between CONSULTANT and COUNTY under this Contract shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in participating in the selection process for a consultant to provide such additional services.

1.1.3 Assignment of tasks to the CONSULTANT will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The COUNTY may enter into similar contracts with other consultants to provide the same or similar services during the term of this contract.

1.1.4 Each task performed under this Contract will be assigned to CONSULTANT for accomplishment by a separate written service authorization. For each task COUNTY will require CONSULTANT to provide proposed written scope of services including schedule and cost, for COUNTY review. Upon mutual agreement of the scope of services, schedule and cost (lump sum fee or not to exceed arrived as in accordance with Section 5 of this contract), COUNTY will issue a notice to proceed for each assigned task.

1.1.5 The types of individual projects or tasks to be assigned to CONSULTANT under this Contract may include, but not necessarily limited to those listed in EXHIBIT A.

1.1.6 For projects that are funded with State of Florida or Federal Government dollars, CONSULTANT agrees to comply with all pertinent state or federal obligations and complete the required representations and certification forms for that project.

1.2 Study and Report Phase

After written authorization to proceed, CONSULTANT shall:

1.2.1 Consult with COUNTY to clarify and define COUNTY'S requirements for the Project and review available data.

1.2.2 Advise COUNTY as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of CONSULTANT's services under this Contract, and assist COUNTY in obtaining such data and services.

1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project (if required) and participate in consultations with such authorities.

1.2.4 Provide analyses of COUNTY'S needs, surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5 Provide a general economic analysis of COUNTY'S requirements applicable

to various alternatives.

1.2.6 If required, prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY, and setting forth CONSULTANT'S findings and recommendations. This report will be accompanied by CONSULTANT'S opinion of probable costs for the Project.

1.2.7 Furnish five copies of the Study and Report documents and review them in person with COUNTY.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 CONSULTANT shall notify COUNTY immediately in writing of all changes to the Scope of Work which increase or decrease the CONSULTANT's cost or the duration of CONSULTANT's services.

2.2 Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which CONSULTANT knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of CONSULTANT's right to additional consideration.

2.2.1 Before making any additions or deletions to the work or undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Change Authorization covering such work and compensation.

2.2.2 Under no circumstances shall a request for additional services be submitted later than 30 days after project substantial completion.

2.3 Services Requiring Authorization in Advance

Only if authorized in writing by COUNTY, and not included in basic services, may CONSULTANT receive additional compensation for furnishing or obtaining Additional Services of the types listed in this section.

2.3.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project.

2.3.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity of COUNTY's schedule, and revising previously accepted studies, reports,

design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control. Such services may be additional services provided such services are not required as a result of any act, error or omission of the CONSULTANT.

2.3.3 NOT USED

2.3.4 Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required.

2.3.5 Furnishing services of independent professional associates and consultants for other than the services identified on Exhibit A. Consultant services which include new project team members may be invoiced at the actual fees paid by the CONSULTANT plus an additional cost of ten percent (10%) for these services to compensate CONSULTANT for the procuring and management of the new subconsultant and for the other financial and administrative costs. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the subcontractual work.

2.3.6 Services during out-of-town travel required of CONSULTANT other than visits and inspections/observations to the site or COUNTY's office as required by Section 1.

2.3.7 Preparing to serve or serving as a consultant or witness for COUNTY in any litigation involving the Project (except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of Basic Services and where CONSULTANT may be responsible due to incompetence, errors, omissions, or fraud).

SECTION 3 - COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

3.1 Designate in writing a person to act as COUNTY'S representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to CONSULTANT'S services for the Project.

3.2 As requested, in writing by CONSULTANT, provide all criteria and full

information as to COUNTY'S requirements for the Project, including objectives and constraints and any budgetary limitations.

3.3 Arrange for access to and make provisions where necessary for CONSULTANT to enter upon property as required for CONSULTANT to perform services under this Contract.

3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

3.5 Give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT'S services.

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Contract and continue until completion of all phases or for a period of two (2) years, with three (3) one (1) year renewal options at the sole discretion of COUNTY and, additionally, it shall continue until completion of all phases of any outstanding service authorization issued within the period of this Contract, unless otherwise terminated as provided herein.

4.2 If COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT'S services shall be adjusted equitably.

4.3 If CONSULTANT'S services for the Project are delayed or suspended in whole or in part by COUNTY for more than nine months for reasons beyond CONSULTANT'S control, CONSULTANT shall be entitled to an equitable adjustment in compensation.

SECTION 5 – FEE and PAYMENTS TO CONSULTANT

5.1 Whenever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and CONSULTANT shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Prior to execution of a fixed price authorization, the CONSULTANT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, expenses, and overhead and profit as part of the fixed price.

5.1.2 Subcontractual service shall be included at the actual fees proposed by the subconsultant and accepted by the COUNTY without mark-up.

5.2 Labor rates of CONSULTANT and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall maximum 3.0 overhead and profit factor. The labor rates and overhead and profit factors are subject to audit.

5.5 When a service is to be compensated for on a time charge/not to exceed basis, the CONSULTANT will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT shall notify the COUNTY in writing when 90% of the "not to exceed" amount has been reached.

5.5.1 The COUNTY agrees to pay the CONSULTANT compensation for services rendered. The schedule of hourly labor rates by labor category as set forth in Exhibit B is attached hereto and made a part hereof. The rates listed in Exhibit B shall remain in effect for a period of two years from the date of CONTRACT execution. At the end of each subsequent one year period, the rates may be negotiated and if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed for each one year term thereafter. The total amount to be paid by the COUNTY under this Contract shall be set forth in each SERVICE AUTHORIZATION.

5.4 The CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items are permitted, the total incremented billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.2 CONSULTANT and COUNTY shall agree on a Schedule of Values incorporating scope of work references, deliverables, and milestones. A Pay Application with percent complete of each activity, a schedule update, and a Schedule 3(a) SBE-M/WBE Professional Services Activity Report with supporting Schedule 4(s) SBE-M/WBE Payment Certification shall be included with each billing.

5.3 Pay Applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating COUNTY department, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the Service Authorization and current project number. Invoices will normally be paid within thirty (30) days following the department's

approval.

5.5.3 If "Out-of-pocket" expenses are authorized, they will be reimbursed up to the not-to-exceed amount identified on each SERVICE AUTHORIZATION. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT'S subconsultants directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar Project related items. Charges for other specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated up front at the time of negotiating each SERVICE AUTHORIZATION. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of the Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each SERVICE AUTHORIZATION. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

5.6 In order for both parties to close their books and records, the CONSULTANT will clearly state "**Final**" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

SECTION 6 – NOT USED

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with similar firms of national repute in the areas of practice required for this project. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other CONSULTANT'S possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect.

CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT'S skill, efforts and judgment commensurate with other similar firms of national repute in the areas of practice required for this project. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTY'S stated objectives and recognized professional standards.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as acted by the Florida Building Code shall be complied with and incorporated into the project. Additionally, Title II requirements of the 2010 ADA Standards for Accessible Design (published by DOJ, September 15, 2010) shall be complied with and incorporated into the project.

Although specific provisions of this Contract refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

7.2 Termination

This Contract may be canceled by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- d. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of CONSULTANT'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

7.3 Truth-in-Negotiation Certificate

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within three (3) years following final payment. County has the authority and right to audit CONSULTANT'S records under this provision.

7.4 Personnel

7.4.1 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel or subconsultants must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 7.1 above.

7.4.2 CONSULTANT'S Representative

Concurrent with its fee proposal, the CONSULTANT shall advise the COUNTY of the name of its proposed Project Manager. The Project Manager shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this agreement. This individual shall be assigned to the project through final acceptance of construction. The Project Manager shall not be removed from his/her responsibilities on this project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT'S designated Project Manager and the right to require the CONSULTANT to replace its designated Project Manager with another individual acceptable to the COUNTY.

7.4.3 Criminal History Records Check

Pursuant to County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance, the COUNTY will conduct a finger print based criminal history record check on all employees of consultants and subconsultants of consultants, vendors, repair persons and delivery persons entering a facility determined to be either a Critical Facility ("Critical Facilities") or criminal justice information facility (CJI Facility). Critical Facilities and CJI Facilities and the corresponding list of disqualifying offenses are identified in Resolution R2013-1421, and is available upon request. In October, 2013, compliance with the requirements of the U.S. Federal Bureau of Investigations Criminal Justice Information (CJI) Security Policy was added to the Ordinance and has a broad list of disqualifying offenses. The Consultant understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with this Ordinance, and represents and warrants that its fee includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the COUNTY) of compliance with this County Code.

Individuals passing the background check will be issued a badge. Consultant

shall make every effort to collect the badges of its employees and its subconsultants' employees upon conclusion of the contract work and return them to the COUNTY. If the CONSULTANT or its subconsultant terminates an employee who has been issued a badge, the Consultant must notify the COUNTY within 2 hours. At the time of termination, the CONSULTANT shall retrieve the badge and return it to the COUNTY in a timely manner. The COUNTY reserves the right to suspend any Consultant that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as amended, 2) does not immediately contact the COUNTY regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

7.5 SBE Participation

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all COUNTY solicitations. CONSULTANT anticipates providing 19% SBE participation under this contract.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT incorporates Schedule 1 (participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names addresses, scope of work, dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed dollar value. The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT understands that it is the responsibility of the Department letting the Contract and OSBA to monitor compliance with the SBE Code requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

The CONSULTANT further agrees to provide OSBA with a copy of their Contract with the SBE sub-consultant or any other related documentation upon request.

After contract award, the CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE

percentages submitted with the bid. Requests for substitutions must be submitted to the department issuing the request for proposal and the OSBA.

The CONSULTANT understands that it is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other consultants.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Code and will allow the COUNTY to inspect such records.

7.6 Non-Discrimination

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, sexual orientation, gender identity or expression, familial status, or genetic information.

CONSULTANT has submitted to 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 or one that conforms to the COUNTY's 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.

7.7 Independent Contractor Relationship

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees, subconsultants and suppliers, perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

The CONSULTANT represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

7.8 Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.9 Authority to Practice

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

7.10 Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The CONSULTANT is **not** authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this contract.

7.11 Availability of Funds

The COUNTY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.12 Insurance

7.12.1 CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.12.2 **Commercial General Liability** CONSULTANT shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. CONSULTANT shall provide this coverage on a primary basis.

7.12.3 **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

7.12.4 **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

7.12.5 **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a Claims-Made basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The retro date shall be shown on the certificate. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** CONSULTANT shall provide this coverage on a primary basis.

7.12.6 **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

7.12.7 **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

7.12.8 **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY and Insurance Tracking Services (ITS) a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

Certificates for the COUNTY shall be addressed to: Palm Beach County Board of County Commissioners, c/o Capital Improvements Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5604, and for ITS as noted below.

Submit certificates of insurance to:

Certificate Holder Address:

(Certificates need to include the following as the Certificate Holder)

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

email: pbcc@instracking.com or facsimile: (562) 435-2999

7.12.9 **Renewal Policies** - The CONSULTANT shall promptly deliver to ITS a certificate

of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before the expiration date of any policy.

7.12.10 Umbrella or Excess Liability If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a Follow-Form basis.

7.12.11 Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.13 Disclosure and Ownership of Documents

The CONSULTANT shall deliver to the COUNTY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

The COUNTY and the CONSULTANT shall comply with the provisions of

Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General Palm Beach County Code, Section 2-421 – 2-440, as may be amended.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least three (3) years after completion or termination of this Contract. Upon ten (10) business days prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

7.14 Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

COUNTY and CONSULTANT agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

7.15 Indemnification

The CONSULTANT shall indemnify and save harmless the COUNTY, its officers, agents, servants and employees from and against all claims, liability, damages, losses, and/or cause of action including reasonable attorneys' fees, which may arise from any breach of contract, negligent act, error or omission of the CONSULTANT, its officers, employees, agents, subconsultants or anyone acting under their authority and control in the performance of this Contract. The indemnity obligations of this section

shall not apply to damages or injury to the extent caused by the negligence or willful misconduct of COUNTY, or its officers, employees, or agents.

The CONSULTANT's duty to indemnify the COUNTY, its officers and employees shall continue even if COUNTY is contributory negligent.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

7.16 Conflict of Interest

For every proposal provided by the CONSULTANT in response to a task assigned under this Contract, the CONSULTANT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as Exhibit E and incorporated herein. The CONSULTANT shall represent that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services identified in the task, as provided for in Chapter 112, Part III of Florida Statutes, and the Palm Beach County Code of Ethics.

Any actual or potential conflict between the CONSULTANT'S interests and the CONSULTANT'S performance of the services provided hereunder must be waived by the COUNTY by written notification prior to the performance of any services by the CONSULTANT. The CONSULTANT shall abide by any terms contained within the waiver by the COUNTY or shall release the COUNTY from all of its obligations hereunder.

7.17 Excusable Delays

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within CONSULTANT'S work force, company or agent's thereof; freight embargoes; and "abnormally severe and unusual" weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the COUNTY the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY'S rights to

change, terminate, or stop any or all of the work at any time.

7.18 Arrears

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

7.19 Modifications of Work

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall promptly, (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an amendment to the applicable SERVICE AUTHORIZATION and the CONSULTANT shall not commence work on any such change until such written amendment has been issued.

7.20 Notice

All notices required in this Contract if sent to the COUNTY shall be mailed to:

John A. Chesher, PE, Director
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Audrey Wolf, Director
PBC Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

and if sent to the CONSULTANT shall be mailed to:

Mr. Dan Levy
AECOM Technical Services, Inc.,
7800 Congress Avenue, Suite 200
Boca Raton, FL 33487

7.21 Severability

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

7.22 Entirety of Contractual Agreement

7.22.1 The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7.22.2 This contract includes the following exhibits, which are attached hereto and made a part hereof:

- | | | |
|-----------|---|--------------------------------------|
| Exhibit A | - | Scope of Work |
| Exhibit B | - | Hourly Rates |
| Exhibit C | - | SBE-M/WBE Schedules 1 and 2 |
| Exhibit D | - | Insurance Certificates |
| Exhibit E | - | Conflict of Interest Disclosure Form |

7.23 Successors and Assigns

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

7.24 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

7.25 Office of the Inspector General

Palm Beach County has established the Office of the Inspector General, in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to RFP or any resulting contract.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT.

ATTEST:
SHARON R. BOCK, Clerk and Comptroller

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

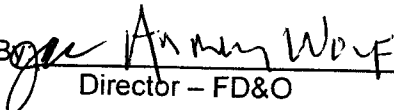
BY: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

**APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
AND CONDITIONS**

By: _____
County Attorney

By:  _____
Director – FD&O

WITNESS for CONSULTANT signature:

CONSULTANT:
AECOM Technical Services, Inc.

 _____
Signature

 _____
Signature

Paula Sessions

Name (type or print)

Daniel J. Levy

Name (type or print)

Vice President

Title

EXHIBIT A SCOPE OF WORK

The CONSULTANT shall serve as the COUNTY's professional engineering/environmental representative for various projects. Examples of work include, but are not limited to:

A. Phase I Environmental Site Assessments

Prior to completion of a transaction for County acquisition of land, due diligence in the form of Phase I Environmental Site Assessments may be required to evaluate any environmental liabilities associated with the subject property.

The Phase I ESA will comply with the latest edition of the American Society for Testing and Materials (ASTM) E-1527, "Standard Practice for Environmental Site Assessment Process", unless otherwise stated. The Phase I ESA shall include, at a minimum, a site inspection and surrounding one-quarter mile reconnaissance; a site location map; site map; U.S. Geological Survey (USGS) quad map; site photographs; interviews; regulatory documentation as supplement to a computer generated regulatory database; and document current and past use of the property from the present back to the property's first obvious use or to 1940, whichever is earlier. Any gaps or limitations in the use history of the site should be clearly identified in the report. The Consultant may also be directed to perform work tasks associated with ASTM E-1527, "Non-Scope Considerations" related to wetlands; regulatory compliance, cultural and historic resources, health and safety, ecological resources, well abandonment and endangered species as part of this contract.

B. Phase II Environmental Site Assessment

Based on the Phase I ESA, the COUNTY may require a Phase II ESA. The purpose of a Phase II ESA is to adequately resolve recognized environmental conditions (RECs) so that "the data provides sufficient information to support a professional opinion that there is no reasonable basis for suspecting the disposal or release of hazardous substances or petroleum products at the site with respect to the recognized environmental conditions assessed and that no further action is necessary or that with respect to the recognized environmental conditions assessed, hazardous substances or petroleum products have been released or disposed at the property (ASTM E-1903 Standard for Phase II Environmental Site Assessment Process)". A Phase II ESA may involve subsurface and/or obtrusive exploration and sampling of the soil and/or groundwater. Phase II ESA field related tasks may include, but not be limited to, the installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or direct push technologies and limited emergency response source

removal activities (i.e. soil excavation, free product recovery).

C. Assessment/Corrective Actions

In instances where the COUNTY elects to assume the responsibilities for corrective actions, the Consultant will provide all services within the scope of the practice of contamination assessment and remedial activities. These include, but are not limited to: investigations to delineate the extent of contamination of soils or sediments, surface waters or groundwater, evaluation of sampling data to develop risk-based, site-specific rehabilitation levels, source removal activities (including soil treatment and/or excavation and disposal), and remedial investigation/feasibility studies to select appropriate and cost effective remedial technologies and design to abate imminent hazards associated with emergency response incidents.

In addition, any required interface with regulatory agencies (federal, state, county) including preparation of applicable permit applications, negotiation of consent agreements, and presentation of investigation results may be required.

D. Petroleum Assessment/Remediation

In the event of a petroleum product discharge associated with COUNTY owned storage tanks, the CONSULTANT may provide the following professional services: assessment/remediation services, including initiating Initial Remedial Actions (IRA) at sites where free product is present, developing Site Assessment Reports (SAR) to determine the extent of contamination of soil, sediment, surface water or groundwater following a petroleum discharge (including engineering, geologic and hydrogeologic capabilities, developing justifications for alternative site rehabilitation levels, "no further action" proposals, Natural Attenuation Monitoring, or "monitoring only" proposals, source removal activities (including soil treatment and/or excavation and disposal) and design of remedial systems (including soil vapor extraction, bioventing, air sparging, bioremediation, pump and treat) aimed at addressing site-specific contamination concerns

E. Operation, Monitoring & Testing

In certain instances, the COUNTY may require short or long term operation, monitoring and testing at properties. The CONSULTANT may provide services for operation of environmental remediation equipment, monitoring and testing at properties involved in short or long term remediation of various types of contaminants. All sampling and testing is to be conducted in accordance with quality assurance standards prescribed by the FDEP. Operation, monitoring and test results will need to be evaluated to determine the necessity and justification to continue site rehabilitation when site contaminant levels have changed or dissipated.

F. HUD Environmental Review Record

Department of Economic Sustainability (DES) is a recipient of U.S. Department of Housing and Urban Development (HUD) grants. As such, PBC/DES is authorized to assume the responsibilities for environmental review, decision-making, and action that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of laws that furthers the purposes of NEPA, as specified in 24 CFR Part 58. Provide environmental services in support of the compilation of Environmental Review Record(s) (ERRs) as required of DES, as the responsible entity, to HUD.

Extensive knowledge of applicable requirements of local, state, and federal environmental laws and regulations, the NEPA of 1969 as amended, the Council on Environmental Quality (CEQ) regulations, and related environmental authorities and regulations is a requirement.

The environmental review process consists of all actions that the COUNTY must take to determine compliance with HUD regulations prior to obtaining approval for the release of federal funds. Environmental services are needed for the compilation of the Environmental Review Record (ERR) to be in compliance with Federal regulations pursuant to 24 CFR Part 58 requirements. The environmental review will need to be prepared for each project and/or activity. The level of environmental review is based on the nature of the project or activity.

G. U.S. EPA Brownfields Program

DES is a recipient of a U.S. EPA Brownfields Revolving Loan Fund (BRLF) for cleanup and revitalization of contaminated properties throughout the COUNTY. The COUNTY will use the BRLF funds to provide financial assistance to eligible borrowers and sub-grantees to cleanup properties, create employment opportunities, and revitalize the community. The CONSULTANT shall be able to support the COUNTY's grant fund program needs for planning, assessment, and remediation. The CONSULTANT shall be able to complete forms and reports required by the Cooperative Agreement, complete associated assessment activities, develop community relations plans, provide environmental education and community outreach and any other consulting services that may be required under the program.

Extensive knowledge of applicable federal requirements for work funded by U.S. EPA BRLF and other Brownfields grants, including but not limited to compliance with all State and Federal purchasing requirements and procedures is a requirement. Experience and understanding of the program in EPA Region IV includes programmatic support, development of EPA Analysis of Brownfields Cleanup Alternatives (ABCAs) or equivalent; development of Generic and site-specific QAPPs; and designation of FL Brownfields Areas, development of Brownfields Site Rehabilitation Agreements and site

rehabilitation for contamination cleanup. Experience and understanding of the Florida Brownfields Redevelopment Program and the ability to assist the COUNTY to effectively utilize all related incentive and regulatory benefits for certain Brownfield redevelopment projects is also required.

H. Asbestos Surveys

At times, the COUNTY may need Asbestos Consulting Services, such as assessments, inspections, bulk sampling, air sampling, associates analysis of those samples, and general consultation, as it relates to renovation and demolition of structures within the COUNTY. Asbestos consulting businesses and laboratories shall be properly licensed and adhere to all applicable federal, state and local asbestos regulations, including but not limited to: EPA (NESHAP, AHERA), OSHA, NIOSH, NVLAP, and Florida Statutes.

EXHIBIT B

AECOM TECHNICAL SERVICES, INC. and SUBCONTRACTORS

Proposed Hourly Rates and Unit Prices for Palm Beach County

AECOM TECHNICAL SERVICES, INC.

A. Hourly Rates - To be charged by position as listed below per project

PERSONNEL	RATES
Projects Director	\$ 225
Senior Project Manager	\$ 130
Senior Project Engineer	\$ 150
Senior Geologist	\$ 122
Project Geologist	\$ 97
Project Engineer	\$ 87
Staff Engineer	\$ 75
Staff Geologist/Scientist	\$ 69
Field Technician	\$ 58
CADD	\$ 70
Administrative Assistant	\$ 62

* Rates are based on a 2.754 multiplier and will remain firm for the first three years of the contract

Truck \$ 75 per day

** Equipment rates not included. The equipment rates will be quoted when submitting project specific bids, as requested by Palm Beach County

B. Additional Information

Overtime: No additional allowance

Travel Time: Charged from portal to portal from URS Boca Raton office to specific job site.

Mobilization Charges: No additional allowance

Emergency Response Charges: (less than 24 hour notification): No additional allowance

There will be no markups on the subcontractors and no additional allowance for holidays, or weekend work.

AIR WATER & SOIL ENGINEERING, INC.

**3304 Pebble Beach Drive
Lake Worth, Florida 33467
(561) 282-8434**

FEE SCHEDULE

The charges for services provided by Air, Water, & Soil Engineering, Inc. consist of: (1) an hourly fee for any professional and/or construction staff member or associate actively working on a project, (2) reimbursement of expenses, (3) reimbursement of sub-contractor's and other special costs.

HOURLY FEES for various classifications of Air, Water, & Soil Engineering, Inc.'s personnel and associates are indicated below and are subject to revision at any time.

PRINCIPAL CONSULTANT	\$120.00
PROFESSIONAL ENGINEER	\$110.00
PROFESSIONAL GEOLOGIST	\$ 95.00
PROJECT MANAGER	\$ 80.00
STAFF ENGINEER	\$ 70.00
OPERATOR	\$ 60.00
CONSTRUCTION SUPERVISOR	\$ 55.00
HEALTH & SAFETY SUPERVISOR	\$ 50.00
DRAFTSPERSON	\$ 45.00
ENVIRONMENTAL TECHNICIAN	\$ 40.00
WORD PROCESSING/CLERICAL	\$ 30.00

REIMBURSABLE EXPENSES are chargeable at cost and include travel costs, copies, prints or reports, shipping costs and other materials, expendable supplies purchased specifically for a project, and premiums for insurance required by client in addition to normal coverage. The use of personal cars for project-related work is charged at \$0.475 per mile. The use of company-owned vehicles is charged at a minimum of \$95.00 per day at a rate.

SUB-CONTRACTOR CHARGES and costs of purchase or rental of special equipment necessary for the work, together with any other costs not associated with normal overhead, are billed at cost plus a handling charge of 10 percent.



HOURLY RATE SCHEDULE TO BE EFFECTIVE
FOR FISCAL YEAR MAY 17, 2015 THROUGH MAY 16, 2016

The OWNER shall have the following options regarding payments to the SURVEYOR:

- 1) Negotiated lump sum for various projects.

OR

- 2) Hourly rate based on the following rates:
(A 2.744 multiplier is applied)

A) <u>FIELD PERSONNEL</u>	
3 Man Survey Crew	\$125.00
2 Man Survey Crew	\$ 98.00
B) <u>OFFICE PERSONNEL</u>	
Professional	\$ 113.00
Survey Technician	\$ 70.00
CADD Technician (includes computer time)	\$ 66.00
C) <u>REIMBURSABLE EXPENSES</u>	
Equipment for clearing, when required	
Plats and maps from Courthouse *	
Aerial Photogrammetry	
Soils testing	
Abstracts of Title Searches of public records *	
Airboat and Buggy Rentals with operator	\$ 80.00
Small All Terrain Vehicle Rental with operator	\$100.00

* Supplied by County

All rates are on a portal to portal basis. Invoicing is based on work-in-progress or section complete basis.

We are recognized by the State of Florida Board of Land Surveys and have registered under the provisions of Chapter 472. All services will be in accord with the standards set forth by the Florida Board of Land Surveyors.

Our firm carries Professional Liability, Errors and Omissions Insurance and Workers' Compensation. Certificates of Insurance are available upon request.

DPS CORP FEE SCHEDULE - 2015

A. Professional Services

	Per Hour/Day/Ea/Wk	
Chief Engineer - (P.G./P.E.)	\$ 125.00	hour
Principal Consultant (P.G./P.E.)	\$ 115.00	hour
Certified Industrial Hygienist (C.I.H.)	\$ 105.00	hour
Project Manager/Sr. Engineer (P.E.)/Sr. Geologist (P.G.)	\$ 95.00	hour
Senior Scientist/Geologist/Engineer/Biologist	\$ 95.00	hour
Construction Supervisor	\$ 85.00	hour
Project Scientist/Geologist/Engineer/Biologist	\$ 85.00	hour
Construction Foreman	\$ 80.00	hour
Staff Scientist/Geologist/Engineer/Biologist	\$ 80.00	hour
Environmental Specialist/Industrial Hygienist (IH).	\$ 75.00	hour
Senior Environmental Technician/Equipment Operator	\$ 65.00	hour
Industrial Hygienist Technician	\$ 55.00	hour
Environmental Technician	\$ 45.00	hour

B. Support Services

CADD Draftsman	\$ 55.00	hour
Clerical	\$ 45.00	hour
Administrative Assistant	\$ 55.00	hour

* add \$75 per site for each 50 miles from base office

C. Travel Expenses

Travel time will be charged at applicable hourly rates and commercial travel will be billed at cost plus 15%

Field Support Vehicle	\$ 125.00	day
Per Diem, per man	\$ 50.00	day
Lodging, per man	\$ 115.00	day

D. Equipment Rental

Organic Vapor Analyzer (OVA)	\$ 160.00	day
Data Logger/pressure transducer	\$ 125.00	well
Generator (5 KW)	\$ 110.00	day
Generator (10KW)	\$ 160.00	day
Sediment Core	\$ 160.00	day
Vibracore sampler	\$ 350.00	day
Pump - Development/Centrifugal	\$ 125.00	day
Shallow Groundwater Sampling Kit	\$ 190.00	day
Soil sampling kit	\$ 115.00	day
Air Quality Sampling Kit	\$ 190.00	day
Surveying Equipment	\$ 85.00	day
Water Level Indicator/interface probe	\$ 50.00	day
Portable Remediation Unit (50 gpm w/ airstripping unit and w/3 hp SV	\$ 450.00	day
Portable Remediation Unit (75 gpm w/ air stripping unit and SVE/AS)	\$ 650.00	day

A. Professional Services

	Per Hour/Day/Ea/Wk	
Rubber Tire Backhoe	\$ 975.00	day
Geoprobe Drilling Rig	\$ 1,800.00	day
Combustible Gas Indicator	\$ 95.00	day
Handheld GPS unit (+/- three meter accuracy)	\$ 90.00	day
Barge/Boat Sampling Platform (8'X8')	\$ 190.00	day
Pontoon Boat 20'	\$ 535.00	day
Xray Fluorescence (XRF) (lead based paint survey)	\$ 260.00	day
Air monitoring (8-hour shift)	\$ 650.00	day
Ambient Air Samples (non-viable)	\$ 75.00	ea
Wall cavity samples (non-viable)	\$ 80.00	ea
Tape/Lift sample (non-viable)	\$ 75.00	ea
Ambient air sample (viable)	\$ 75.00	ea
Swab sample	\$ 75.00	ea
Transmission Electronic Microscopy (TEM), 24 hour	\$ 160.00	ea
TEM, 48 hour	\$ 135.00	ea
Phase Contrast Microscopy (PCM), 24 hour	\$ 25.00	ea
PCM, 48 hour	\$ 20.00	ea
Point count analysis	\$ 65.00	ea
Total Lead sample (Atomic Absorption Method)	\$ 25.00	ea
Live capture traps (funnel and bucket)	\$ 20.00	ea
8 oz. Sample Jars with Lids, 24/case	\$ 35.00	per case
Sampling Supplies	\$ 45.00	per well
Granular Activated Carbon cells, 1800 LB, each	\$ 750.00	week
Granular Activated Carbon cells, 600 LB, each	\$ 550.00	week

E. Subcontractors

Various Subcontract Fees	Cost + 20%
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IDW Handling, Decontamination, Safety, Well Permits

OSHA Safety Devices (Level C)	\$ 65.00	day/man
55-gal. Steel Drums	\$ 65.00	ea
Transportation & Disposal Petroleum impacted soil,	\$ 55.00	ton
Well Development	\$ 65.00	hour
Permitting and Well Completion Report Processing	\$ 60.00	hour
Well Permits	Cost + 20%	

1. The above unit rates are based on an eight hour day, Monday through Friday. Hours in excess of 8-hours per day or work performed on weekends will be billed at 1.5 times the normal rate unless otherwise agreed in advance

2. The above hourly unit rates are billed in 0.5-hour increments, unless otherwise indicated



Environmental Services, Inc.

3101 Peachtree Circle
Davie, Florida 33328

Phone: (954) 476-8333 • Fax: (954) 476-8347

Ref: Unit Rates for JAEE Environmental Services

ITEM	Unit	Rate
Geoprobe services	one day	\$1500.00
Geoprobe services	half day	\$1000.00
Prepacked screen 5' length	each	\$125.00
Riser (.75 - 2" id, 5' length)	each	\$25.00
Screen (.75 - 2" id, 5' length)	each	\$25.00
Well completions	each	\$150.00
Augured wells complete <15'	each	\$850.00
Augured wells complete >15' <25'	each	\$1050.00
Well abandonment (1-2" id)	foot	\$7.50
Well abandonment (3-4" id)	foot	\$9.00
Well abandonment (5-6" id)	foot	\$15.00
Pad removal	each	\$75.00
Drums	each	\$50.00
Mobilization (depends on location)		\$300.00
Per diem		\$200.00

If you have any questions, please feel free to contact me.

Sincerely,

Willie Smitherman
President

EARTH TECH DRILLING
2703 NW 19TH STREET, POMPANO BEACH, FL 33069
954.974.2424 FAX:954.9742423

Contractor Name: AECOM / URS (Ed Leding)
Site Name: Palm Beach Contract
Date: 8-3-15
FAC ID#:
PROPOSED SCOPE OF WORK:

DRILLING	Unit	Unit Rate	Number of Units	Extended Price
Rig Type: Auger/Mud Rotary _____ Sonic _____ Other _____				
Split Spoon Collection (continuous or 5' intervals) (can be used in conjunction with well installation) (includes decon)				
HAND CLEARING to 5' BLS	per foot			\$0.00
<50 foot boring depth	per foot	\$14.00		\$0.00
50 foot to 100 foot boring depth	per foot			\$0.00
>100 foot boring depth	per foot			\$0.00
Borehole Grouting				
4 - inch borehole diameter	per foot	\$6.00		\$0.00
6 - inch borehole diameter	per foot			\$0.00
8 - inch borehole diameter	per foot			\$0.00
1" - 2" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout)				
<50 foot boring depth	per foot	\$28.00		\$0.00
50 foot to 100 foot boring depth	per foot			\$0.00
>100 foot boring depth	per foot			\$0.00
4" Well Installation (includes steamcleaning decon, screen, riser, sand pack, seal and grout)				
<50 foot boring depth	per foot	\$34.00		\$0.00
50 foot to 100 foot boring depth	per foot			\$0.00
>100 foot boring depth	per foot			\$0.00
Recovery Well Diameter: _____	per foot			
Double Cased Wells				
4" Surface Casing	per foot			\$0.00
6" Surface Casing	per foot			\$0.00
8" Surface Casing	per foot			\$0.00
Well Completion (includes 30 minute development, 6" B-D manhole, concrete pad, locking well cap)	per well	\$195.00		\$0.00
1" - 2" Well Abandonment (includes grouting)	per foot	\$7.00		\$0.00
3" - 4" Well Abandonment (includes grouting)	per foot	\$9.00		\$0.00
5" - 6" Well Abandonment (includes grouting)	per foot	\$12.00		\$0.00
2' x 2' Well Pad Removal and Patch	each	\$85.00		\$0.00
MISCELLANEOUS				
Mobilization	roundtrip	\$500.00		\$0.00
Per Diem	per crew / per night			\$0.00
DOT Approved 55-gal Drum	each	\$60.00		\$0.00
Permits (Drilling or abandonment only; cost according to WMD & Local Municipalities)	each	\$125.00		\$0.00
Concrete Core and patch	each	\$125.00		\$0.00
Traffic Safety Cones	each			\$0.00
Vacuum/ Air Knife Bore Hole Clearing	per day			\$0.00
Development Time	per hour	\$150.00		\$0.00
Day Rate for DPT Services	per day	\$1,500.00		\$0.00
Standby/Delay/Difficult Access Time	per hour			\$0.00
TOTAL QUOTE PRICE				\$0.00

Days to Complete Scope of Work:
Project No.:
Subcontract Company Name: EARTH TECH DRILLING 954.974.2424
Subcontract Mailing Address: 2703 NW 19th St, Pompano Bch. FL 33069
Signature and Title of Person Submitting Quote: Bob Orlando
Date:

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NAME: _____ PROJECT NO: Environmental Assessment Services

NAME OF PRIME CONSULTANT: AECOM Technical Services, Inc.

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONSULTANT AND SUBMITTED WITH PROPOSAL. PLEASE LIST THE NAME, CONTACT INFORMATION AND PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONSULTANTS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, ALSO LIST THE NAME, CONTACT INFORMATION AND PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name	(Check one or both Categories)		PERCENTAGE OF WORK				
	<u>M/WBE</u> Minority Business	<u>SBE</u> Small Business	Black	Hispanic	Woman	Caucasian	Other (Please Specify)
1. Air, Soil & Water Engineering, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	<u>Non SBE-M/WMBE -</u> <u>3 %</u>
2. Brown & Phillips, Inc.	X	X	<u>2%</u>	_____	_____	_____	_____
3. Diversified Professional Services, Inc.	X	<input type="checkbox"/>	_____	_____	<u>7%</u>	_____	_____
4. Earth Tech Drilling	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	<u>Non SBE-M/WMBE -</u> <u>3 %</u>
5. JAEE Environmental, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	<u>Non SBE-M/WMBE -</u> <u>3 %</u>
6. Jupiter Environmental Laboratories	X	X	_____	_____	<u>7%</u>	_____	_____
7. Palm Beach Environmental Laboratories, Inc.	<input type="checkbox"/>	X	_____	_____	_____	_____	<u>SBE - 10%</u>

(Please use additional sheets if necessary)

Total SBE-M/WBE Participation Percentage of Work: 26 %

I hereby certify that the above information accurate to the best of my knowledge:

Signature



Project Manager

Title

Note:

1. The amount listed on this form for a SBE-M/WBE Prime or subconsultant must be supported by percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 7/2/2013

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Environmental Assessment Continuing Services

TO: AECOM Technical Services, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X

Black X Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: January 28, 2013 to January 27, 2016

The undersigned is certified by the State of Florida:

Minority Business Enterprise X

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Surveying

at the following price \$ _____ tbd
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____ tbd

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Brown & Phillips, Inc.

(Print name of SBE-M/WBE Subconsultant)

By: Anthony Brown Anna
(Signature)

Anthony Brown

(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: April 14, 2015

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Environmental Assessment Continuing Services

TO: AECOM TECHNICAL SERVICES, INC
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X

Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is certified by the State of Florida:

Minority Business Enterprise X

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

AS Needed, Environmental Construction and other
Related task

at the following price \$ _____ tbd
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____ tbd

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

DIVERSIFIED PROFESSIONAL SERVICES, CORP
(Print name of SBE-M/WBE Subconsultant)

By: [Signature]
(Signature)

Sandra Polanis / PRESIDENT
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 7/30/15

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Environmental Assessment Continuing Services
TO: AECOM Technical Services Inc
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X

Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: May 22, 2013 to May 21, 2016

The undersigned is certified by the State of Florida:

Minority Business Enterprise X

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Jupiter Environmental Laboratories, Inc will provide comprehensive laboratory services, rapid turnaround and high quality data for the above referenced RFP

at the following price \$ _____ tbd
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____ tbd

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Kacia Baldwin
(Print name of SBE-M/WBE Subconsultant)

By: Kacia Baldwin
(Signature)

JP Operations
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: July 30, 2015

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Environmental Assessment Continuing Services

TO: AECOM Technical Services, Inc
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise ☒

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: Sept 18, 2014 - Sept 15, 2017

The undersigned is certified by the State of Florida:

Minority Business Enterprise _____

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Environmental testing of groundwater
and soil samples

at the following price \$ _____ rbd
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____ tbd

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Palm Beach Environmental Laboratories, Inc
(Print name of SBE-M/WBE Subconsultant)

By: Diana Magienowski
(Signature)

Diana Magienowski / owner
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/03/2015

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
BocaRa GAPL 8 2017	INSURER(S) AFFORDING COVERAGE	
INSURED AECOM URS Corporation Southern 7800 Congress Avenue, Suite 200 Boca Raton, FL 33487	INSURER A: Zurich American Insurance Company	16535
	INSURER B: Illinois Union Insurance Co	27960
	INSURER C: N/A	N/A
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** LOS-001961643-04 **REVISION NUMBER:** 10

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 ***CLAIMS MADE***	10/08/2014	04/01/2016	Per Claim/Agg 1,000,000 Defense Included

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

Re: Environmental Consulting Services

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL coverage.

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
of Marsh Risk & Insurance Services

Hector Mestre



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
8/3/2015

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

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

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED 1389302 AECOM URS Corporation Southern 7800 Congress Ave., Ste. 200 Boca Raton FL 33487	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company of the State of PA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19429

COVERAGES AECTE01

CERTIFICATE NUMBER: 13248300

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
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 Y N/A		N	SEE ATTACHED ACORD 101	1/1/2015	1/1/2016	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Notice of Cancellation applies per attached endorsement. RE: Environmental Consulting Services.

CERTIFICATE HOLDER

CANCELLATION See Attachments

13248300
Palm Beach County Board of County Commissioners
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

Insurer A: The Insurance Company of the State of Pennsylvania

The Workers' Compensation coverage shown does not apply in monopolistic states. In the State of ND, OH, WA, and WY Workers' Compensation coverage is provided by the State Fund. In those States, the above reference policies provide Stop-Gap Employers' Liability only. Workers' Compensation policies apply as indicated below:

AECOM

WC 028328280 - CA
WC 028328281 - FL
WC 028328282 - MA,ND,OH,WA,WI,WY
WC 028328283 - ME
WC 028328284 - AK,AZ,VA
WC 028328285 - IL,KY,NC,NH,UT,VT
WC 028328286 - NJ, PA
WC 028328287 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV

URS Corporation

WC 028328288 - CA
WC 028328289 - FL
WC 028328290 - MA,ND,OH,WA,WI,WY
WC 028328291 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
WC 028328292 - IL,KY,NC,NH,UT,VT
WC 028328293 - NJ,PA
WC 028328294 - AK,AZ,VA
WC 028328295 - ME

ACORD 101

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2015 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
URS Corporation Southern

By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, August 06, 2015[Images](#)[Contracts](#)

Insured: AECOM Technical Services, Inc.**Insured ID:** AECOMTE-PBC**Status:** Compliant (with overrides)**ITS Account Number:** PLC1526**Project(s):** Palm Beach County - Capital Improvements

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 4/1/2016			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$1,000,000	\$2,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 4/1/2016			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$2,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 1/1/2016			
	WC Stat. Limits	WC Stat. Limits	

Professional Liability

Expiration: 10/8/2015

Each Occurrence:	\$1,000,000	\$1,000,000
Aggregate Limit:	\$1,000,000	\$1,000,000

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

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

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by _____,
(Name of Individual)

as

_____, of AECOM Technical Services, Inc.
(Title/Position) (Firm Name of CONSULTANT)

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

(Signature)

(Date)

DISCLOSURE OF OWNERSHIP INTERESTS

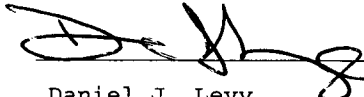
TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

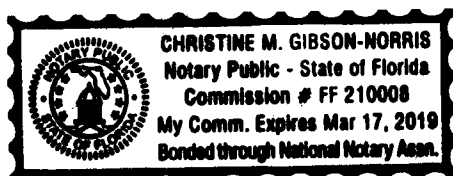
BEFORE ME, the undersigned authority, this day personally appeared Daniel J. Levy, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
[] an individual *or*
[☒] the Vice President of AECOM Technical Services, Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.
2. Affiant's address is: 7800 Congress Avenue, Suite 200, Boca Raton, Florida.
3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.


Daniel J. Levy, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 30 day of July, 2015,
by Daniel J. Levy, [X] who is personally known to me or [] who has
produced _____ as identification and who did take an oath.



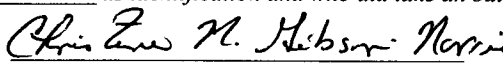

Notary Public
Christine M. Gibson-Norris
(Print Notary Name)
State of Florida at Large
My Commission Expires: March 17, 2019

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

No entities and/or individuals holds 5% or more ownership
interest in the corporation.

CONTRACT FOR ENVIRONMENTAL ASSESSMENT SERVICES ON A CONTINUING CONTRACT BASIS

This Contract is made as of _____, by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY or Owner, and **Dunkelberger Engineering & Testing, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is **65-0476374**.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

DEFINITIONS:

“Approval”/“Acceptance”/“Authorization”: when referring to COUNTY'S approval, acceptance or authorization shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred to the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

SECTION I - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 CONSULTANT shall provide for professional consultation and advice for environmental assessment services and customary engineering services incidental thereto.

1.1.2 The services of this Contract may include a series of many separate individual task or projects as more particularly described in Exhibit A. Task assignments will be subject to scope definition and determination of level of effort on a task-by-task basis. During the term of this Contract, the COUNTY may require services that are expected to be more extensive in scope or a different nature than contemplative under this Contract. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understood that the relationship between CONSULTANT and COUNTY under this Contract shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in participating in the selection process for a consultant to provide such additional services.

1.1.3 Assignment of tasks to the CONSULTANT will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The COUNTY may enter into similar contracts with other consultants to provide the same or similar services during the term of this contract.

1.1.4 Each task performed under this Contract will be assigned to CONSULTANT for accomplishment by a separate written service authorization. For each task COUNTY will require CONSULTANT to provide proposed written scope of services including schedule and cost, for COUNTY review. Upon mutual agreement of the scope of services, schedule and cost (lump sum fee or not to exceed arrived as in accordance with Section 5 of this contract), COUNTY will issue a notice to proceed for each assigned task.

1.1.5 The types of individual projects or tasks to be assigned to CONSULTANT under this Contract may include, but not necessarily limited to those listed in EXHIBIT A.

1.1.6 For projects that are funded with State of Florida or Federal Government dollars, CONSULTANT agrees to comply with all pertinent state or federal obligations and complete the required representations and certification forms for that project.

1.2 Study and Report Phase

After written authorization to proceed, CONSULTANT shall:

1.2.1 Consult with COUNTY to clarify and define COUNTY'S requirements for the Project and review available data.

1.2.2 Advise COUNTY as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of CONSULTANT's services under this Contract, and assist COUNTY in obtaining such data and services.

1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project (if required) and participate in consultations with such authorities.

1.2.4 Provide analyses of COUNTY'S needs, surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5 Provide a general economic analysis of COUNTY'S requirements applicable

to various alternatives.

1.2.6 If required, prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY, and setting forth CONSULTANT'S findings and recommendations. This report will be accompanied by CONSULTANT'S opinion of probable costs for the Project.

1.2.7 Furnish five copies of the Study and Report documents and review them in person with COUNTY.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 CONSULTANT shall notify COUNTY immediately in writing of all changes to the Scope of Work which increase or decrease the CONSULTANT's cost or the duration of CONSULTANT's services.

2.2 Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which CONSULTANT knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of CONSULTANT's right to additional consideration.

2.2.1 Before making any additions or deletions to the work or undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Change Authorization covering such work and compensation.

2.2.2 Under no circumstances shall a request for additional services be submitted later than 30 days after project substantial completion.

2.3 Services Requiring Authorization in Advance

Only if authorized in writing by COUNTY, and not included in basic services, may CONSULTANT receive additional compensation for furnishing or obtaining Additional Services of the types listed in this section.

2.3.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project.

2.3.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity of COUNTY's schedule, and revising previously accepted studies, reports,

design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control. Such services may be additional services provided such services are not required as a result of any act, error or omission of the CONSULTANT.

2.3.3 NOT USED

2.3.4 Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required.

2.3.5 Furnishing services of independent professional associates and consultants for other than the services identified on Exhibit A. Consultant services which include new project team members may be invoiced at the actual fees paid by the CONSULTANT plus an additional cost of ten percent (10%) for these services to compensate CONSULTANT for the procuring and management of the new subconsultant and for the other financial and administrative costs. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the subcontractual work.

2.3.6 Services during out-of-town travel required of CONSULTANT other than visits and inspections/observations to the site or COUNTY's office as required by Section 1.

2.3.7 Preparing to serve or serving as a consultant or witness for COUNTY in any litigation involving the Project (except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of Basic Services and where CONSULTANT may be responsible due to incompetence, errors, omissions, or fraud).

SECTION 3 - COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

3.1 Designate in writing a person to act as COUNTY'S representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to CONSULTANT'S services for the Project.

3.2 As requested, in writing by CONSULTANT, provide all criteria and full

information as to COUNTY'S requirements for the Project, including objectives and constraints and any budgetary limitations.

3.3 Arrange for access to and make provisions where necessary for CONSULTANT to enter upon property as required for CONSULTANT to perform services under this Contract.

3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

3.5 Give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT'S services.

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Contract and continue until completion of all phases or for a period of two (2) years, with three (3) one (1) year renewal options at the sole discretion of COUNTY and, additionally, it shall continue until completion of all phases of any outstanding service authorization issued within the period of this Contract, unless otherwise terminated as provided herein.

4.2 If COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT'S services shall be adjusted equitably.

4.3 If CONSULTANT'S services for the Project are delayed or suspended in whole or in part by COUNTY for more than nine months for reasons beyond CONSULTANT'S control, CONSULTANT shall be entitled to an equitable adjustment in compensation.

SECTION 5 – FEE and PAYMENTS TO CONSULTANT

5.1 Whenever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and CONSULTANT shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Prior to execution of a fixed price authorization, the CONSULTANT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, expenses, and overhead and profit as part of the fixed price.

5.1.2 Subcontractual service shall be included at the actual fees proposed by the subconsultant and accepted by the COUNTY without mark-up.

5.2 Labor rates of CONSULTANT and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall maximum 3.0 overhead and profit factor. The labor rates and overhead and profit factors are subject to audit.

5.5 When a service is to be compensated for on a time charge/not to exceed basis, the CONSULTANT will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT shall notify the COUNTY in writing when 90% of the "not to exceed" amount has been reached.

5.5.1 The COUNTY agrees to pay the CONSULTANT compensation for services rendered. The schedule of hourly labor rates by labor category as set forth in Exhibit B is attached hereto and made a part hereof. The rates listed in Exhibit B shall remain in effect for a period of two years from the date of CONTRACT execution. At the end of each subsequent one year period, the rates may be negotiated and if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed for each one year term thereafter. The total amount to be paid by the COUNTY under this Contract shall be set forth in each SERVICE AUTHORIZATION.

5.4 The CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items are permitted, the total incremented billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.2 CONSULTANT and COUNTY shall agree on a Schedule of Values incorporating scope of work references, deliverables, and milestones. A Pay Application with percent complete of each activity, a schedule update, and a Schedule 3(a) SBE-M/WBE Professional Services Activity Report with supporting Schedule 4(s) SBE-M/WBE Payment Certification shall be included with each billing.

5.3 Pay Applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating COUNTY department, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the Service Authorization and current project number. Invoices will normally be paid within thirty (30) days following the department's

approval.

5.5.3 If "Out-of-pocket" expenses are authorized, they will be reimbursed up to the not-to-exceed amount identified on each SERVICE AUTHORIZATION. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT'S subconsultants directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar Project related items. Charges for other specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated up front at the time of negotiating each SERVICE AUTHORIZATION. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of the Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each SERVICE AUTHORIZATION. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

5.6 In order for both parties to close their books and records, the CONSULTANT will clearly state "**Final**" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

SECTION 6 – NOT USED

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with similar firms of national repute in the areas of practice required for this project. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other CONSULTANT'S possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect.

CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT'S skill, efforts and judgment commensurate with other similar firms of national reputation in the areas of practice required for this project. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTY'S stated objectives and recognized professional standards.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as acted by the Florida Building Code shall be complied with and incorporated into the project. Additionally, Title II requirements of the 2010 ADA Standards for Accessible Design (published by DOJ, September 15, 2010) shall be complied with and incorporated into the project.

Although specific provisions of this Contract refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

7.2 Termination

This Contract may be canceled by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- d. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of CONSULTANT'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

7.3 Truth-in-Negotiation Certificate

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within three (3) years following final payment. County has the authority and right to audit CONSULTANT'S records under this provision.

7.4 Personnel

7.4.1 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel or subconsultants must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 7.1 above.

7.4.2 CONSULTANT'S Representative

Concurrent with its fee proposal, the CONSULTANT shall advise the COUNTY of the name of its proposed Project Manager. The Project Manager shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this agreement. This individual shall be assigned to the project through final acceptance of construction. The Project Manager shall not be removed from his/her responsibilities on this project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT'S designated Project Manager and the right to require the CONSULTANT to replace its designated Project Manager with another individual acceptable to the COUNTY.

7.4.3 Criminal History Records Check

Pursuant to County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance, the COUNTY will conduct a finger print based criminal history record check on all employees of consultants and subconsultants of consultants, vendors, repair persons and delivery persons entering a facility determined to be either a Critical Facility ("Critical Facilities") or criminal justice information facility (CJI Facility). Critical Facilities and CJI Facilities and the corresponding list of disqualifying offenses are identified in Resolution R2013-1421, and is available upon request. In October, 2013, compliance with the requirements of the U.S. Federal Bureau of Investigations Criminal Justice Information (CJI) Security Policy was added to the Ordinance and has a broad list of disqualifying offenses. The Consultant understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with this Ordinance, and represents and warrants that its fee includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the COUNTY) of compliance with this County Code.

Individuals passing the background check will be issued a badge. Consultant

shall make every effort to collect the badges of its employees and its subconsultants' employees upon conclusion of the contract work and return them to the COUNTY. If the CONSULTANT or its subconsultant terminates an employee who has been issued a badge, the Consultant must notify the COUNTY within 2 hours. At the time of termination, the CONSULTANT shall retrieve the badge and return it to the COUNTY in a timely manner. The COUNTY reserves the right to suspend any Consultant that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as amended, 2) does not immediately contact the COUNTY regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

7.5 SBE Participation

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all COUNTY solicitations. CONSULTANT anticipates providing **15%** SBE participation under this contract.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT incorporates Schedule 1 (participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names addresses, scope of work, dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed dollar value. The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT understands that it is the responsibility of the Department letting the Contract and OSBA to monitor compliance with the SBE Code requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

The CONSULTANT further agrees to provide OSBA with a copy of their Contract with the SBE sub-consultant or any other related documentation upon request.

After contract award, the CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE

percentages submitted with the bid. Requests for substitutions must be submitted to the department issuing the request for proposal and the OSBA.

The CONSULTANT understands that it is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other consultants.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Code and will allow the COUNTY to inspect such records.

7.6 Non-Discrimination

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, sexual orientation, gender identity or expression, familial status, or genetic information.

CONSULTANT has submitted to 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 or one that conforms to the COUNTY's 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.

7.7 Independent Contractor Relationship

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees, subconsultants and suppliers, perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

The CONSULTANT represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

7.8 Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.9 Authority to Practice

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

7.10 Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The CONSULTANT is **not** authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this contract.

7.11 Availability of Funds

The COUNTY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.12 Insurance

7.12.1 CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.12.2 **Commercial General Liability** CONSULTANT shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. CONSULTANT shall provide this coverage on a primary basis.

7.12.3 **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

7.12.4 **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

7.12.5 **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a Claims-Made basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The retro date shall be shown on the certificate. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** CONSULTANT shall provide this coverage on a primary basis.

7.12.6 **Additional Insured** CONSULTANT shall endorse the COUNTY as an

Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

7.12.7 **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

7.12.8 **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY and Insurance Tracking Services (ITS) a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

Certificates for the COUNTY shall be addressed to: Palm Beach County Board of County Commissioners, c/o Capital Improvements Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5604, and for ITS as noted below.

Submit certificates of insurance to:

Certificate Holder Address:

(Certificates need to include the following as the Certificate Holder)

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

email: pbc@instracking.com or facsimile: (562) 435-2999

7.12.9 **Renewal Policies** - The CONSULTANT shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the

maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before the expiration date of any policy.

7.12.10 Umbrella or Excess Liability If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a Follow-Form basis.

7.12.11 Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.13 Disclosure and Ownership of Documents

The CONSULTANT shall deliver to the COUNTY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General Palm Beach County Code, Section 2-421 – 2-440, as may be amended.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least three (3) years after completion or termination of this Contract. Upon ten (10) business days prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

7.14 Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

COUNTY and CONSULTANT agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

7.15 Indemnification

The CONSULTANT shall indemnify and save harmless the COUNTY, its officers, agents, servants and employees from and against all claims, liability, damages, losses, and/or cause of action including reasonable attorneys' fees, which may arise from any breach of contract, negligent act, error or omission of the CONSULTANT, its officers, employees, agents, subconsultants or anyone acting under their authority and control in the performance of this Contract. The indemnity obligations of this section shall not apply to damages or injury to the extent caused by the negligence or willful

misconduct of COUNTY, or its officers, employees, or agents.

The CONSULTANT's duty to indemnify the COUNTY, its officers and employees shall continue even if COUNTY is contributory negligent.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

7.16 Conflict of Interest

For every proposal provided by the CONSULTANT in response to a task assigned under this Contract, the CONSULTANT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as Exhibit E and incorporated herein. The CONSULTANT shall represent that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services identified in the task, as provided for in Chapter 112, Part III of Florida Statutes, and the Palm Beach County Code of Ethics.

Any actual or potential conflict between the CONSULTANT'S interests and the CONSULTANT'S performance of the services provided hereunder must be waived by the COUNTY by written notification prior to the performance of any services by the CONSULTANT. The CONSULTANT shall abide by any terms contained within the waiver by the COUNTY or shall release the COUNTY from all of its obligations hereunder.

7.17 Excusable Delays

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within CONSULTANT'S work force, company or agent's thereof; freight embargoes; and "abnormally severe and unusual" weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the COUNTY the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

7.18 Arrears

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

7.19 Modifications of Work

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall promptly, (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an amendment to the applicable SERVICE AUTHORIZATION and the CONSULTANT shall not commence work on any such change until such written amendment has been issued.

7.20 Notice

All notices required in this Contract if sent to the COUNTY shall be mailed to:

John A. Chesher, PE, Director
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Audrey Wolf, Director
PBC Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

and if sent to the CONSULTANT shall be mailed to:

Andrew Petric, P.G., Project Manager
Dunkelberger Engineering & Testing, Inc.
1225 Omar Road
West Palm Beach, FL 33405

7.21 Severability

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

7.22 Entirety of Contractual Agreement

7.22.1 The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7.22.2 This contract includes the following exhibits, which are attached hereto and made a part hereof:

- | | | |
|-----------|---|--------------------------------------|
| Exhibit A | - | Scope of Work |
| Exhibit B | - | Hourly Rates |
| Exhibit C | - | SBE-M/WBE Schedules 1 and 2 |
| Exhibit D | - | Insurance Certificates |
| Exhibit E | - | Conflict of Interest Disclosure Form |

7.23 Successors and Assigns

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

7.24 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

7.25 Office of the Inspector General

Palm Beach County has established the Office of the Inspector General, in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to RFP or any resulting contract.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT.

ATTEST:
SHARON R. BOCK, Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
AND CONDITIONS

By: _____
County Attorney

By: James Anthony Wolf
Director – FD&O

WITNESS for CONSULTANT signature:

CONSULTANT: Dunkelberger
Engineering & Testing, Inc

Sylvie J. Serrano
Signature

Richard A. Minichello
Signature

Sylvie J. Serrano
Name (type or print)

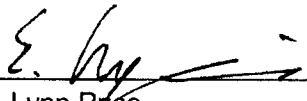
Richard A. Minichello
Name (type or print)

Vice President, Region Manager
Title




CERTIFICATE OF AUTHORITY

Please be advised that Richard A. Minichiello is a Regional Manager and the Office Manager for the Fort Lauderdale Office of Terracon Consultants, Inc. Mr. Minichiello is authorized to execute contracts and documents on behalf of Dunkelberger Engineering & Testing, Inc. a subsidiary of Terracon Consultants, Inc.



E. Lynn Price
Corporate Secretary



Date

EXHIBIT A SCOPE OF WORK

The CONSULTANT shall serve as the COUNTY's professional engineering/environmental representative for various projects. Examples of work include, but are not limited to:

A. Phase I Environmental Site Assessments

Prior to completion of a transaction for County acquisition of land, due diligence in the form of Phase I Environmental Site Assessments may be required to evaluate any environmental liabilities associated with the subject property.

The Phase I ESA will comply with the latest edition of the American Society for Testing and Materials (ASTM) E-1527, "Standard Practice for Environmental Site Assessment Process", unless otherwise stated. The Phase I ESA shall include, at a minimum, a site inspection and surrounding one-quarter mile reconnaissance; a site location map; site map; U.S. Geological Survey (USGS) quad map; site photographs; interviews; regulatory documentation as supplement to a computer generated regulatory database; and document current and past use of the property from the present back to the property's first obvious use or to 1940, whichever is earlier. Any gaps or limitations in the use history of the site should be clearly identified in the report. The Consultant may also be directed to perform work tasks associated with ASTM E-1527, "Non-Scope Considerations" related to wetlands; regulatory compliance, cultural and historic resources, health and safety, ecological resources, well abandonment and endangered species as part of this contract.

B. Phase II Environmental Site Assessment

Based on the Phase I ESA, the COUNTY may require a Phase II ESA. The purpose of a Phase II ESA is to adequately resolve recognized environmental conditions (RECs) so that "the data provides sufficient information to support a professional opinion that there is no reasonable basis for suspecting the disposal or release of hazardous substances or petroleum products at the site with respect to the recognized environmental conditions assessed and that no further action is necessary or that with respect to the recognized environmental conditions assessed, hazardous substances or petroleum products have been released or disposed at the property (ASTM E-1903 Standard for Phase II Environmental Site Assessment Process)". A Phase II ESA may involve subsurface and/or obtrusive exploration and sampling of the soil and/or groundwater. Phase II ESA field related tasks may include, but not be limited to, the installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or direct push technologies and limited emergency response source

removal activities (i.e. soil excavation, free product recovery).

C. Assessment/Corrective Actions

In instances where the COUNTY elects to assume the responsibilities for corrective actions, the Consultant will provide all services within the scope of the practice of contamination assessment and remedial activities. These include, but are not limited to: investigations to delineate the extent of contamination of soils or sediments, surface waters or groundwater, evaluation of sampling data to develop risk-based, site-specific rehabilitation levels, source removal activities (including soil treatment and/or excavation and disposal), and remedial investigation/feasibility studies to select appropriate and cost effective remedial technologies and design to abate imminent hazards associated with emergency response incidents.

In addition, any required interface with regulatory agencies (federal, state, county) including preparation of applicable permit applications, negotiation of consent agreements, and presentation of investigation results may be required.

D. Petroleum Assessment/Remediation

In the event of a petroleum product discharge associated with COUNTY owned storage tanks, the CONSULTANT may provide the following professional services: assessment/remediation services, including initiating Initial Remedial Actions (IRA) at sites where free product is present, developing Site Assessment Reports (SAR) to determine the extent of contamination of soil, sediment, surface water or groundwater following a petroleum discharge (including engineering, geologic and hydrogeologic capabilities, developing justifications for alternative site rehabilitation levels, "no further action" proposals, Natural Attenuation Monitoring, or "monitoring only" proposals, source removal activities (including soil treatment and/or excavation and disposal) and design of remedial systems (including soil vapor extraction, bioventing, air sparging, bioremediation, pump and treat) aimed at addressing site-specific contamination concerns.

E. Operation, Monitoring & Testing

In certain instances, the COUNTY may require short or long term operation, monitoring and testing at properties. The CONSULTANT may provide services for operation of environmental remediation equipment, monitoring and testing at properties involved in short or long term remediation of various types of contaminants. All sampling and testing is to be conducted in accordance with quality assurance standards prescribed by the FDEP. Operation, monitoring and test results will need to be evaluated to determine the necessity and justification to continue site rehabilitation when site contaminant levels have changed or dissipated.

F. HUD Environmental Review Record

Department of Economic Sustainability (DES) is a recipient of U.S. Department of Housing and Urban Development (HUD) grants. As such, PBC/DES is authorized to assume the responsibilities for environmental review, decision-making, and action that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of laws that furthers the purposes of NEPA, as specified in 24 CFR Part 58. Provide environmental services in support of the compilation of Environmental Review Record(s) (ERRs) as required of DES, as the responsible entity, to HUD.

Extensive knowledge of applicable requirements of local, state, and federal environmental laws and regulations, the NEPA of 1969 as amended, the Council on Environmental Quality (CEQ) regulations, and related environmental authorities and regulations is a requirement.

The environmental review process consists of all actions that the COUNTY must take to determine compliance with HUD regulations prior to obtaining approval for the release of federal funds. Environmental services are needed for the compilation of the Environmental Review Record (ERR) to be in compliance with Federal regulations pursuant to 24 CFR Part 58 requirements. The environmental review will need to be prepared for each project and/or activity. The level of environmental review is based on the nature of the project or activity.

G. U.S. EPA Brownfields Program

DES is a recipient of a U.S. EPA Brownfields Revolving Loan Fund (BRLF) for cleanup and revitalization of contaminated properties throughout the COUNTY. The COUNTY will use the BRLF funds to provide financial assistance to eligible borrowers and sub-grantees to cleanup properties, create employment opportunities, and revitalize the community. The CONSULTANT shall be able to support the COUNTY's grant fund program needs for planning, assessment, and remediation. The CONSULTANT shall be able to complete forms and reports required by the Cooperative Agreement, complete associated assessment activities, develop community relations plans, provide environmental education and community outreach and any other consulting services that may be required under the program.

Extensive knowledge of applicable federal requirements for work funded by U.S. EPA BRLF and other Brownfields grants, including but not limited to compliance with all State and Federal purchasing requirements and procedures is a requirement. Experience and understanding of the program in EPA Region IV includes programmatic support, development of EPA Analysis of Brownfields Cleanup Alternatives (ABCAs) or equivalent; development of Generic and site-specific QAPPs; and designation of FL Brownfields Areas, development of Brownfields Site Rehabilitation Agreements and site

rehabilitation for contamination cleanup. Experience and understanding of the Florida Brownfields Redevelopment Program and the ability to assist the COUNTY to effectively utilize all related incentive and regulatory benefits for certain Brownfield redevelopment projects is also required.

H. Asbestos Surveys

At times, the COUNTY may need Asbestos Consulting Services, such as assessments, inspections, bulk sampling, air sampling, associates analysis of those samples, and general consultation, as it relates to renovation and demolition of structures within the COUNTY. Asbestos consulting businesses and laboratories shall be properly licensed and adhere to all applicable federal, state and local asbestos regulations, including but not limited to: EPA (NESHAP, AHERA), OSHA, NIOSH, NVLAP, and Florida Statutes.

PALM BEACH COUNTY
PROFESSIONAL CONSULTING ENVIRONMENTAL ASSESSMENT SERVICES
FEE SCHEDULE
DUNKELBERGER ENGINEERING & TESTING, A TERRACON COMPANY
July-15

ITEM DESCRIPTION				UNITS	AMOUNT	UNIT RATE	FEE
I. FIELD SERVICES							
A. Field Staff							
	1. Senior Engineering Technician			hours		\$ 75.00	\$ -
	2. Staff Scientist/Geologist			hours		\$ 95.00	\$ -
B. In-House Drilling Services							
	1. Mobilization - Truck Mounted Drill Rig			each		\$ 400.00	\$ -
	2. Monitoring Well (MW) Installation (2")			feet		\$ 32.00	\$ -
	3. MW Completion (8" manway)			each		\$ 250.00	\$ -
	4. MW Completion (4" aluminum riser)			each		\$ 300.00	\$ -
	5. MW Abandonment (2")			feet		\$ 10.00	\$ -
	6. MW Permit (up to 8 MWs per parcel)			each		\$ 100.00	\$ -
	7. MW Permit - aban. (8 MWs per permit)			each		\$ 75.00	\$ -
	8. Steam Cleaner for decon.			days		\$ 250.00	\$ -
	9. 55-Gal Drums			each		\$ 85.00	\$ -
	10. Concrete Coring Machine			days		\$ 250.00	\$ -
	C. Direct-Push Drill Rig (truck-mounted or track)			days		\$ 1,600.00	\$ -
D. Basic Equipment and Supplies							
	1. GW Sampling Equip. (PP & multi-meter)			days		\$ 150.00	\$ -
	2. Electric water level indicator			days		\$ 30.00	\$ -
	3. GW field filter			each		\$ 20.00	\$ -
	4. Turbidity meter			each		\$ 35.00	\$ -
	5. Photoionization Detector			each		\$ 180.00	\$ -
	5. Organic Vapor Analyzer			each		\$ 220.00	\$ -
	6. 3" Stainless steel hand auger			days		\$ 35.00	\$ -
	7. Surveying Equipment			days		\$ 250.00	\$ -
	8. Small boat for sampling			days		\$ 300.00	\$ -
	9. Van Doren sampler			days		\$ 75.00	\$ -
	10. Misc. expenses (gloves, tubing, etc.)			cost + 10%			
II. ENVIRONMENTAL ENGINEERING							
	A. Environmental Manager/ Principal			hours		\$ 170.00	\$ -
	B. Senior Project Manager			hours		\$ 140.00	\$ -
	C. Project Manager/Geologist			hours		\$ 120.00	\$ -
	D. Staff Scientist/Geologist			hours		\$ 95.00	\$ -
	E. Senior Engineering Technician			hours		\$ 75.00	\$ -
	F. CADD Drafting			hours		\$ 70.00	\$ -
	G. Word Processing and Clerical			hours		\$ 50.00	\$ -



2015 RATE SCHEDULE

CLASSIFICATION	RATE
PRINCIPAL	\$290
PROJECT DIRECTOR	\$205
DEMOGRAPHER / ECONOMIST	\$170
SENIOR ENGINEER/ HYDROGEOLOGIST/ECOLOGIST	\$170
SENIOR PLANNER	\$155
PROJECT MANAGER	\$145
BROWNFIELDS MANAGER	\$145
SENIOR GIS SPECIALIST	\$145
LANDSCAPE ARCHITECT	\$125
PROJECT ENGINEER / ENGINEER INTERN	\$120
BROWNFIELDS SPECIALIST	\$120
DESIGNER	\$110
PLANNER	\$110
SENIOR ENVIRONMENTAL TECHNICIAN	\$110
GIS SPECIALIST	\$95
ENVIRONMENTAL SCIENTIST/GEOLOGIST	\$85
FIELD TECHNICIAN	\$80
CLERICAL	\$80

For Expert Witness Testimony and related services, a surcharge of 50 percent will apply.

Effective Period: thru December 31, 2015

Rates are subject to adjustment as appropriate to compensate for inflation, cost of doing business and/or changes in the workforce



Palm Beach Environmental
Laboratories, Inc.

Year 2015

ORGANIC PARAMETERS

<u>Volatile Organics</u>	<u>Method</u>	<u>Water</u>	<u>Soil</u>
Volatile Aromatics/MTBE (VOA)	8260C	\$50.00	\$55.00
Volatile Halocarbons (VOH)	8260C	\$65.00	\$65.00
Volatile Halocarbons & Aromatics (VOA/VOH)	8260C	\$90.00	\$105.00
Ethylene Dibromide (EDB)	8011	\$50.00	\$55.00
Purgeable Volatiles (GC/MS)	8260C	\$110.00	\$115.00
Library Search Volatiles (GC/MS)	8260C	\$100.00	\$100.00
Zero Head Extraction Volatiles	1311/1312		\$95.00

Extractable Organics

Florida Petroleum Residual Organics	FLPRO	\$70.00	\$70.00
FLPRO Speciation	MADED-EPH	\$325.00	\$325.00
Polynuclear Aromatics Hydrocarbons (PAH)	8270C	\$90.00	\$95.00
Phenols (GC/MS)	8270C	\$125.00	\$125.00
Phthalates (GC/MS)	8270C	\$125.00	\$125.00
Priority Pollutant Extractable Organics	8270C	\$230.00	\$230.00
Library Semi-Volatile (GC/MS)	8270C	\$100.00	\$100.00
Dioxin Scan	8270C	\$100.00	\$100.00

PCB's/Pesticides/Herbicides

Organochlorine Pesticides	8081A	\$95.00	\$95.00
PCB's	8082	\$80.00	\$80.00
Organophosphorous Pesticides	8141A	\$120.00	\$130.00
Organophosphorous Pesticides incl. (Atrazine & Simazine) Add.	8141 Add.	\$160.00	\$175.00
Chlorinated Herbicides	8151B	\$165.00	\$170.00
Carbamates	531.1/8318	\$180.00	\$185.00
Paraquat	549.2	\$200.00	\$225.00
Diuron	8321 Mod	\$130.00	\$145.00
Glyphosate	547 Mod	\$160.00	Quote



Palm Beach Environmental
Laboratories, Inc.

Year 2015

METALS ANALYSES

<u>PARAMETER</u>	<u>PRICE</u>
RCRA-4 Metals (As, Cd, Cr, Pb)	\$55.00
RCRA-8 Metals (Ag, As, Ba, Cd, Cr, Pb, Hg, Se)	\$100.00
13 Priority Pollutant Metals (Ag, As, Be, Cd, Cr, Cu, Hg, Ni, Pb, Sb, Se, Tl, Zn)	\$185.00
TAL Metals: Target Analyst List (Ag, Al, As, Ba, Be, Ca, Cd, Co, Cr, Cu, Fe, Hg, K, Mg, Mn, Na, Ni, Pb, Sb, Se, Tl, V & Zn)	\$275.00
40 CFR 258 Appendix I (Ag, As, Ba, Be, Cd, Co, Cr, Cu, Ni, Pb, Sb, Se, Tl, V, Zn)	\$175.00
Appendix IX (Ag, As, Ba, Be, Cd, Co, Cr, Cu, Hg, Ni, Pb, Sb, Se, Sn, Tl, V, Zn)	\$215.00
TCLP (Toxicity Characteristic Leaching Procedure) (EPA 1311)	\$68.00
SPLP (Synthetic Precipitation Leaching Procedure) (EPA 1312)	\$68.00
Single Metals (EPA 6020B ICP/MS) except Mercury	\$15.00
Mercury	\$30.00
Hexavalent Chromium (Cr+6)	Quote
Tributyl Tin	Quote

NOTE: Above pricing includes filtering of water samples if needed, digestion and dry weights of soils



Palm Beach Environmental
Laboratories, Inc.

Year 2015

SOIL INCINERATOR GROUPS

<u>FACILITY</u>	<u>METHOD</u>	<u>PRICE</u>
Clark Environmental Virgin Preburn:	8260C (VOH) FLPRO, 4-RCRA	\$190.00
Clark Environmental Non-Virgin Preburn	8260C (VOH), FLPRO, 4-RCRA Total Halogens and PCB's	\$350.00
Clark Environmental Preburn-Non Petroleum:	8260B, 8270C, 8-RCRA, FLPRO & 8081A	\$590.00
Clean Earth (Kleen Soil) Preburn:	8260C (VOH), FLPRO, 4-RCRA	\$190.00
Clean Earth (Kleen Soil) Non – Virgin Preburn:	8260C (VOH), FLPRO, TOX, 8082 & 4-RCRA	\$350.00
Waste Management: Okeechobee Landfill	8260C, 8270C , 8-RCRA	\$445.00
Miami-Dade--(DERM) Clean Backfill Criteria	TCLP (RCRA-8, Ni, Cu) 8260C (VOA/VOH), 8270C (PAH), FLPRO, Oil & Grease	\$495.00



Palm Beach Environmental
Laboratories, Inc.

Year 2015

GROUP PRICING

	<u>Method</u>	<u>Water</u>	<u>Soil</u>
Gasoline & Kerosene Analytical Group- Water	8260C (VOA/VOH), 8270C (PAH), FLPRO, EDB & Lead	\$300.00	
Gasoline & Kerosene Analytical Group- Soil	8260C (VOA), 8270C (PAH), FLPRO 8260C (VOA/VOH), 8270C (PAH) & FLPRO		\$210.00 \$250.00
Used Oil Group (4 RCRA)	8260C, 8270C, FLPRO, 4RCRA	\$465.00	\$470.00
Used Oil Group (8 RCRA)	8260C, 8270C, FLPRO, 8RCRA	\$510.00	\$515.00
If PCB's (8082) are required for Used Oils an additional charge of \$80.00/Sample			
Priority Pollutants Full Scan	8260C, 8270C, 8081/8082, 13 metals Cyanide, Total Phenols (Excl. Dioxin)	\$795.00	\$800.00
Priority Pollutants Extractable Organics	8270C	\$230.00	\$230.00
Priority Pollutants Volatile Organics	8260C	\$110.00	\$115.00
13 Priority Pollutants Metals	Ag, As, Be, Cd, Cu, Hg, Ni, Pb, Sb, Se, Tl, Zn	\$185.00	\$185.00
Total Toxic Organics	TTO Volatiles, Semi-Volatiles, Pesticides & PCBs	\$500.00	\$510.00
Hazardous Waste Characterization	TCLP, Ignitability, Corrosivity, pH, Reactivity, TOX, Releasable Cyanide, Releasable Sulfide, Paint Filter Liquids Test	Quote	Quote
Corrosion Series	Chloride, Sulfate, pH and Resistivity	\$85.00	



Palm Beach Environmental
Laboratories, Inc.

Year 2015

FLORIDA DRINKING WATER (FAC 62-550)

Table 1 Primary Inorganics Standards Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Cyanide, Fluoride, Lead, Mercury, Nickel, Nitrate + Nitrite, Selenium, Sodium & Thallium. (excluding asbestos)	\$265.00
Table 2 Volatile Organics (VOC's) Volatile Organic Compounds (524.2) Trihalomethanes Total (524.2)	\$160.00
Table 3 (Synthetic Organics (Pesticides & PCB's) 504, 508.1 515.1, 525.2, 531.1, 547, 548.1 549.2	\$875.00
Table 4 Secondary Drinking Water Standards Aluminum, Chloride, Color, Copper, Fluoride, MBAS, Iron, Manganese, Odor, pH (field), Silver, Sulfate, TDS & Zinc	\$225.00
Table 5 Group I Unregulated Organic Contaminants 525.2, 515.1, 531.1	\$550.00
Table 6 Group II Unregulated Organic Contaminants 524.2	\$140.00
Table 7 Group III Unregulated Organic Contaminants 625	\$250.00
Haloacetic Acids (HAAs)	\$165.00
Trihalomethanes (THM's)	\$75.00
Lead and Copper	\$30.00
Nitrate + Nitrite	\$40.00
Radionuclides	
Gross Alpha	\$50.00
Gross Alpha Co Precipitation (High solids method)	\$75.00
Radium 226	\$130.00
Radium 228	\$150.00



Palm Beach Environmental
Laboratories, Inc.

Year 2015

WET CHEMISTRY

<u>PARAMETER</u>	<u>Method</u>	<u>Price</u>
Alkalinity, Total	EPA 310.1	\$20.00
Bromate	EPA 300.1	\$35.00
Bromide	EPA 300.0	\$30.00
Carbonaceous BOD5/BOD	EPA SM5210B	\$60.00
Carbon, Total Organic (TOC) water	EPA 415.1/9060/SM5310C	\$40.00
Carbon, Total Organic (TOC) soil	EPA 415.1/9060	\$60.00
Chemical Oxygen Demand (COD)	EPA 410.4	\$30.00
Chloride	EPA 300/SM4500/9056	\$25.00
Chlorophyll A	SM 10200H	\$60.00
Color (APHA)	EPA 110.2/2120B	\$26.00
Conductivity	EPA 120.1/SM2510B	\$10.00
Cyanide, Total	EPA 335.4/SM4500	\$60.00
Flashpoint – liquids	1010 Pensky-Martin	\$45.00
Fluoride	EPA 300/SM4500/9056	\$25.00
Foaming Agents Detergents (MBAS)	EPA 425.1/SM5540C	\$40.00
Hardness, Total	6010/SM2340C	\$20.00
Hydrogen Sulfide (Titration)	EPA 376.2/9030	\$25.00
Ignitability – solids	1010	\$45.00
Moisture Content % H ₂ O	EPA 160.3	\$10.00
Odor	SM 2150B/140.1	\$15.00
Oil & Grease	EPA 1664/9071	\$55.00
pH	EPA 150.1/9045	\$12.50
Phenols, Total	EPA 420.4	\$30.00
Salinity	SM 2520B	\$25.00
Silica	EPA 370.1/SM4500	\$25.00
Specific Conductance	EPA 120.1/9050	\$10.00
Sulfate	EPA 375.4, 300	\$25.00
Total Dissolved Solids (TDS)	EPA 160.1	\$22.00
Total Settable Solids (SS)	EPA 160.5	\$22.00
Total Solids (TS)	EPA 160.3/SM2540G	\$22.00
Total Suspended Solids (TSS)	EPA 160.2	\$22.00
Total Volatile Solids (TVS)	EPA 160.4/SM2540G	\$22.00
TOX (Total Organic Halogens)	EPA 5050/9253	\$80.00
Turbidity	EPA 180.1	\$15.00



Palm Beach Environmental
Laboratories, Inc.

Year 2015

WET CHEMISTRY

<u>PARAMETER</u>	<u>Method</u>	<u>Price</u>
Nutrients		
Ammonia, Nitrogen	EPA 350.1	\$25.00
Kjeldahl, Total Nitrogen (TKN)	EPA 351.2	\$25.00
Nitrate, Nitrogen	EPA 353.2/9056/4500	\$25.00
Nitrite, Nitrogen	EPA 353.2/300/SM4500	\$25.00
Nitrate+Nitrite, Nitrogen	EPA 353.2/300/9056	\$40.00
Nitrogen, Total (NO ₂ +NO ₃ +TKN)	EPA 351.2 + EPA 353.2	\$48.00
Organic, Nitrogen	EPA 351.2 + EPA 350.1	\$35.00
Phosphate, Ortho	EPA 365.1/300.0/9056	\$25.00
Phosphorus, Total	EPA 365.4/365.1	\$25.00
Bacteriological		
Fecal Coliform	SM9221E	\$40.00
Total Coliform	SM9221B/MPN	\$40.00
Pesticides/Herbicides in Drinking Water		
Diquat /Paraquat	EPA 549.2	\$200.00
Endothall	EPA 548.1	\$150.00
Glyphosate	EPA 547	\$150.00
NPDES – Storm water		
(pH, (field), Cr+6, Cd, Cu, Hg Method 1631, Pb, Zn, Naphthalene by 625, Benzene by 624, TOC)		Quote

Should you have any questions or require additional information please do not hesitate to contact
Diana Magierowski at 561-689-6701 or email Dianam@palmbeachlabs.net.



July 31, 2015

RADISE No. P110801E

Dunkelberger Engineering & Testing, Inc. (A Terracon Company)

Attn: Mr. Andrew Petric, P.G.,

1225 Omar Road

West Palm Beach, FL 33405

Office: (561) 494-7016

Fax: (561) 689-5955

Email: Andrew.petric@terracon.com

Subject: Environmental Assessment Services
Palm Beach County, Florida

Dear Mr. Petric:

INTRODUCTION

RADISE International, LC (RADISE) is pleased to submit this fee schedule in connection with the Continuing Contract for Environmental Assessment Services for Palm Beach County. Based on the information provided, our scope of work for this contract will include the following:

1. Mobilization of drilling equipment
2. Standard Penetration Test (SPT) borings
3. Casing for SPT borings
4. Grout seal boreholes
5. Installation of 2-inch diameter wells
6. Installation of steel manholes
7. Above ground aluminum well covers
8. Abandonment of test wells

Continuing Contract for Environmental Assessment Services
 RADISE Project No. P110801E
 July 13, 2015

COMPENSATION

We propose to render the requested services on an as needed basis in accordance with the unit rates provided in the table 1 below.

TABLE 1
UNIT RATE SCHEDULE

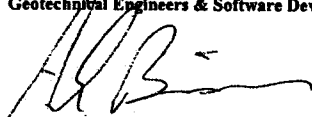
Item / Description	Unit Costs
<i>Field Services</i>	
Mobilization of Equipment	\$350.00/each
Well Abandonment Permit – Palm Beach County Health Department	\$150.00/each
Standard Penetration Test (SPT) Borings – Truck Rig (0' – 50')	\$14.50/lf
Standard Penetration Test (SPT) Borings – Truck Rig (51' – 100')	\$15.50/lf
Casing 4-inch diameter – Truck Rig (0' – 50')	\$6.25/lf
Casing 4-inch diameter – Truck Rig (51' – 100')	\$7.25/lf
Borehole Grouting – Truck Rig (0' – 50')	\$4.00/lf
Borehole Grouting – Truck Rig (51' – 100')	\$5.50/lf
Well Installation – 2-inch with HSAs	\$35.00/lf
Steel Manholes with pad	\$200.00/each
Above Ground Aluminum Well Covers with pad	\$250.00/each
Well Abandonment – 2 inch Wells	\$8.00 /lf
<i>Professional Services</i>	
Senior Geotechnical Engineer	\$155.00/hr
Professional Engineer	\$125.00/hr
Staff Engineer	\$105.00/hr
Senior Engineering Technician	\$85.00/hr
Engineering Technician	\$65.00 /hr

Continuing Contract for Environmental Assessment Services
RADISE Project No. P110801E
July 13, 2015

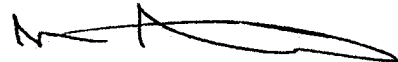
We appreciate the opportunity to submit these unit rates and look forward to providing the requested services. If you have any questions or need additional information, please contact us at 561-841-0103.

Sincerely,

RADISE International
Geotechnical Engineers & Software Developers



Akash Bissoon, P.E.
Sr. Project Engineer



Gregory J. Stelmack, P.E.
Vice President of Operations



SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PARTICIPATION


PROJECT NAME: Professional Consulting Services for Environmental Assessment Services on a Continuing Contract Basis PROJECT NO: Environmental Assessment Services

NAME OF PRIME CONSULTANT: Dunkelberger Engineering & Testing, A Terracon Company

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONSULTANT AND SUBMITTED WITH PROPOSAL. PLEASE LIST THE NAME, CONTACT INFORMATION AND PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONSULTANTS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, ALSO LIST THE NAME, CONTACT INFORMATION AND PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name	(Check one or both Categories)		PERCENTAGE OF WORK				
	<u>M/WBE</u> Minority Business	<u>SBE</u> Small Business	Black	Hispanic	Woman	Caucasian	Other (Please Specify)
1. RADISE International, LC 4152 W. Blue Heron Blvd., Ste. 228 Riviera Beach, FL 33404 Kumar Allady, P.E. (561) 841-0103	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					10% (Asian)
2. Palm Beach Environmental Laboratories, Inc. 1550 Latham Road, Ste. 2 West Palm Beach, FL 33409 Diana Magierowski (561) 689-6701	<input type="checkbox"/>	<input checked="" type="checkbox"/>			5%		
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					

(Please use additional sheets if necessary)

I hereby certify that the above information accurate to the best of my knowledge:  Signature

Total SBE-M/WBE Participation Percentage of Work: 15% Vice President Title

- Note:
1. The amount listed on this form for a SBE-M/WBE Prime or subconsultant must be supported by percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Environmental Assessment Continuing Services

TO: Dunkelberger Engineering & Testing, A Terracon Company
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X

Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) Asian

Date of Palm Beach County Certification: 11/1/14 – 10/31/15

The undersigned is certified by the State of Florida:

Minority Business Enterprise X

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Drilling & monitoring well installation

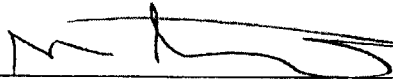
at the following price \$ _____ tbd
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____ tbd

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

RADISE International, LC
(Print name of SBE-M/WBE Subconsultant)

By: 
(Signature)

Gregory J. Stelmack, PE, VP of Operations
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 2/14/15

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Environmental Assessment Continuing Services

TO: Dunkelberger Engineering & Testing, A terracon company
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise ☒

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: Sept 18, 2014 - Sept 15, 2017

The undersigned is certified by the State of Florida:

Minority Business Enterprise ☒

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Environmental Analysis of Groundwater and
soil samples

at the following price \$ _____ tbd
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____ tbd

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Palm Beach Environmental Laboratory
(Print name of SBE-M/WBE Subconsultant)

By: Diana Magierowski
(Signature)

Diana Magierowski / owner
(Print name/title of person executing on behalf
of SBE-M/WBE Subconsultant)



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)

7/9/2015

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED 1312893 DUNKELBERGER ENGINEERING & TESTING, INC. TERRACON CONSULTANTS, INC. 1225 OMAR ROAD WEST PALM BEACH FL 33405	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER D:</td><td>Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AIG Specialty Insurance Company	26883	INSURER B:	Travelers Property Casualty Co of America	25674	INSURER C:	The Travelers Indemnity Company	25658	INSURER D:	Lexington Insurance Company	19437	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES TERC001 **CERTIFICATE NUMBER:** 13568070 **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTR'L LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PROP3779274	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	TC2I-CAP-131J3858 TJBAP131J3895	1/1/2015 1/1/2015	1/1/2016 1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> 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	TRKUB131J384615 (AZ,MA,WI) TC2OUB131J374215 (AOS) TC2OUB131J374215 (CA)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<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
D	<input type="checkbox"/> PROFESSIONAL LIABILITY	N	N	26030216	1/1/2015	1/1/2016	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

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

RE: PROJECT #PHD150116; ENVIRONMENTAL ASSESSMENT SERVICES ON A CONTINUING CONTRACT BASIST. 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 TO GENERAL AND AUTO LIABILITY, THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL AND AUTO LIABILITY AND WORKERS COMPENSATION WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachments

13568070

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

Forms a part of Policy No: PROP 3779274
Issued to: TERRACON CONSULTANTS, INC.
By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED ENTITY
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

It is hereby agreed that solely as respects **COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. - PERSONAL AND ADVERTISING INJURY LIABILITY, SECTION II. - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule below, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of ongoing operations performed by you or on your behalf for that insured or caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

Coverage is not afforded for the additional insured's own liability which arises solely out of its acts or omissions.

In the event that a written contract, written agreement or permit requires this insurance to be primary for any person or organization with whom you agreed, this insurance shall be primary and we will not seek contributions from any such other insurance issued to such person or organization provided that such written contract, written agreement or permit is executed prior to the **occurrence** or offense.

The entities scheduled above are covered under this Policy only for limits of liability up to but not exceeding the amount required by the written contract with the insured and subject to the limits of liability of this Policy.

SCHEDULE

Name of Additional Insured person(s) or Organization(s):

Where Required by Written Contract

All other terms, conditions and exclusions shall remain the same.

110029 (10/11)
CI5074

PAGE 1 OF 1

COMMERCIAL AUTO POLICY
ENDORSEMENT CA T8 06 01 11
POLICY NUMBER: TC2J-CAP-131J3858
ISSUED TO: TERRACON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED- PRIMARY AND NON-CONTRIBUTORY WITH
OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

A. The following is added to Paragraph c. in A. 1., **Who Is An Insured**, of SECTION II - LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in B. General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2016

7/9/2015

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																					
INSURED 1312893 DUNKELBERGER ENGINEERING & TESTING, INC. TERRACON CONSULTANTS, INC. 1225 OMAR ROAD WEST PALM BEACH FL 33405	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td colspan="2">INSURER A : AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td colspan="2">INSURER B : Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td colspan="2">INSURER C : The Travelers Indemnity Company</td><td>25658</td></tr><tr><td colspan="2">INSURER D : Lexington Insurance Company</td><td>19437</td></tr><tr><td colspan="2">INSURER E :</td><td></td></tr><tr><td colspan="2">INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : AIG Specialty Insurance Company		26883	INSURER B : Travelers Property Casualty Co of America		25674	INSURER C : The Travelers Indemnity Company		25658	INSURER D : Lexington Insurance Company		19437	INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

COVERAGES TERCO01

CERTIFICATE NUMBER: 13568079

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTR'L LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PROP3779274	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	TC2I-CAP-131J3858 TJBAP131J3895	1/1/2015 1/1/2015	1/1/2016 1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> 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	TRKUB131J384615 (AZ,MA,WI) TC2OUB131J374215 (AOS) TC2OUB131J374215 (CA)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<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
D	<input type="checkbox"/> PROFESSIONAL LIABILITY	N	N	26030216	1/1/2015	1/1/2016	\$1,000,000 EACH CLAIM & \$1,000,000 ANNUAL AGGREGATE

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

RE: PROJECT #PHD150116; ENVIRONMENTAL ASSESSMENT SERVICES ON A CONTINUING CONTRACT BASIS. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY, THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL AND AUTO LIABILITY AND WORKERS COMPENSATION WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

13568079

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
C/O CAPITAL IMPROVEMENTS DIVISION
2633 VISTA PARKWAY
WEST PALM BEACH, FL 33411-5604 FL 33411-5604

CANCELLATION See Attachments

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

COMMERCIAL AUTO POLICY
ENDORSEMENT CA T8 06 01 11
POLICY NUMBER: TC2J-CAP-131J3858
ISSUED TO: TERRACON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED- PRIMARY AND NON-CONTRIBUTORY WITH
OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

A. The following is added to Paragraph c. in A. 1., **Who Is An Insured**, of **SECTION II - LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in B. **General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Forms a part of Policy No: PROP 3779274
Issued to: TERRACON CONSULTANTS, INC.
By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED ENTITY
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

It is hereby agreed that solely as respects **COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. - PERSONAL AND ADVERTISING INJURY LIABILITY, SECTION II. - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule below, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of ongoing operations performed by you or on your behalf for that insured or caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

Coverage is not afforded for the additional insured's own liability which arises solely out of its acts or omissions.

In the event that a written contract, written agreement or permit requires this insurance to be primary for any person or organization with whom you agreed, this insurance shall be primary and we will not seek contributions from any such other insurance issued to such person or organization provided that such written contract, written agreement or permit is executed prior to the **occurrence** or offense.

The entities scheduled above are covered under this Policy only for limits of liability up to but not exceeding the amount required by the written contract with the insured and subject to the limits of liability of this Policy.

SCHEDULE

Name of Additional Insured person(s) or Organization(s):

Where Required by Written Contract

All other terms, conditions and exclusions shall remain the same.

110029 (10/11)
CI5074

PAGE 1 OF 1

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, August 06, 2015

Images

Contracts

Insured: <u>Dunkelberger Engineering & Testing, Inc.</u>		Insured ID: DUNKTES-PBC	
Status:	Compliant (with overrides)		
ITS Account Number:	PLC1531		
Project(s):	Palm Beach County - Capital Improvements		
Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 1/1/2016			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>		Any Auto	
Expiration: 1/1/2016	All Owned Autos	not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	

Expiration: 1/1/2016

Each Accident:	\$1,000,000	\$1,000,000
Disease - Policy Limit:	\$1,000,000	\$1,000,000
Disease - Each Employee:	\$1,000,000	\$1,000,000

Professional Liability

Expiration: 1/1/2016

Each Occurrence:	\$1,000,000	\$1,000,000
Aggregate Limit:	\$1,000,000	\$1,000,000

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

EXHIBIT E
CONFLICT OF INTEREST DISCLOSURE FORM

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

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by _____,
(Name of Individual)

as _____, of Dunkelberger Engineering & Testing, Inc.
(Title/Position) (Firm Name of CONSULTANT)

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

(Signature)

(Date)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: **PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared Richard A. Minichiello, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual *or*

☒ the Vice President, Region Manager of Dunkelberger Engineering & Testing, Inc.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].

The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1225 Omar Road, West Palm Beach, FL 33405.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under

CONTRACT FOR ENVIRONMENTAL ASSESSMENT SERVICES ON A CONTINUING CONTRACT BASIS

This Contract is made as of _____, by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY or Owner, and **Eco Advisors, LLC.**, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 26-3951247.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

DEFINITIONS:

"Approval"/"Acceptance"/"Authorization": when referring to COUNTY'S approval, acceptance or authorization shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred to the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

SECTION I - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 CONSULTANT shall provide for professional consultation and advice for environmental assessment services and customary engineering services incidental thereto.

1.1.2 The services of this Contract may include a series of many separate individual task or projects as more particularly described in Exhibit A. Task assignments will be subject to scope definition and determination of level of effort on a task-by-task basis. During the term of this Contract, the COUNTY may require services that are expected to be more extensive in scope or a different nature than contemplative under this Contract. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understood that the relationship between CONSULTANT and COUNTY under this Contract shall be considered as neither barring CONSULTANT from, nor granting special consideration to CONSULTANT in participating in the selection process for a consultant to provide such additional services.

1.1.3 Assignment of tasks to the CONSULTANT will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform any of the tasks described, in whole or in part. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of professional services or compensation is guaranteed to the CONSULTANT. This is not an exclusive contract. The COUNTY may enter into similar contracts with other consultants to provide the same or similar services during the term of this contract.

1.1.4 Each task performed under this Contract will be assigned to CONSULTANT for accomplishment by a separate written service authorization. For each task COUNTY will require CONSULTANT to provide proposed written scope of services including schedule and cost, for COUNTY review. Upon mutual agreement of the scope of services, schedule and cost (lump sum fee or not to exceed arrived as in accordance with Section 5 of this contract), COUNTY will issue a notice to proceed for each assigned task.

1.1.5 The types of individual projects or tasks to be assigned to CONSULTANT under this Contract may include, but not necessarily limited to those listed in EXHIBIT A.

1.1.6 For projects that are funded with State of Florida or Federal Government dollars, CONSULTANT agrees to comply with all pertinent state or federal obligations and complete the required representations and certification forms for that project.

1.2 Study and Report Phase

After written authorization to proceed, CONSULTANT shall:

1.2.1 Consult with COUNTY to clarify and define COUNTY'S requirements for the Project and review available data.

1.2.2 Advise COUNTY as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of CONSULTANT's services under this Contract, and assist COUNTY in obtaining such data and services.

1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project (if required) and participate in consultations with such authorities.

1.2.4 Provide analyses of COUNTY'S needs, surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5 Provide a general economic analysis of COUNTY'S requirements applicable to various alternatives.

1.2.6 If required, prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY, and setting forth CONSULTANT'S findings and recommendations. This report will be accompanied by CONSULTANT'S opinion of probable costs for the Project.

1.2.7 Furnish five copies of the Study and Report documents and review them in person with COUNTY.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 CONSULTANT shall notify COUNTY immediately in writing of all changes to the Scope of Work which increase or decrease the CONSULTANT's cost or the duration of CONSULTANT's services.

2.2 Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which CONSULTANT knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of CONSULTANT's right to additional consideration.

2.2.1 Before making any additions or deletions to the work or undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Change Authorization covering such work and compensation.

2.2.2 Under no circumstances shall a request for additional services be submitted later than 30 days after project substantial completion.

2.3 Services Requiring Authorization in Advance

Only if authorized in writing by COUNTY, and not included in basic services, may CONSULTANT receive additional compensation for furnishing or obtaining Additional Services of the types listed in this section.

2.3.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project.

2.3.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity of COUNTY's schedule, and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by

changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control. Such services may be additional services provided such services are not required as a result of any act, error or omission of the CONSULTANT.

2.3.3 NOT USED

2.3.4 Investigations and studies involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting COUNTY in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required.

2.3.5 Furnishing services of independent professional associates and consultants for other than the services identified on Exhibit A. Consultant services which include new project team members may be invoiced at the actual fees paid by the CONSULTANT plus an additional cost of ten percent (10%) for these services to compensate CONSULTANT for the procuring and management of the new subconsultant and for the other financial and administrative costs. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the subcontractual work.

2.3.6 Services during out-of-town travel required of CONSULTANT other than visits and inspections/observations to the site or COUNTY's office as required by Section 1.

2.3.7 Preparing to serve or serving as a consultant or witness for COUNTY in any litigation involving the Project (except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of Basic Services and where CONSULTANT may be responsible due to incompetence, errors, omissions, or fraud).

SECTION 3 - COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

3.1 Designate in writing a person to act as COUNTY'S representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to CONSULTANT'S services for the Project.

3.2 As requested, in writing by CONSULTANT, provide all criteria and full information as to COUNTY'S requirements for the Project, including objectives and

constraints and any budgetary limitations.

3.3 Arrange for access to and make provisions where necessary for CONSULTANT to enter upon property as required for CONSULTANT to perform services under this Contract.

3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

3.5 Give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT'S services.

SECTION 4 - PERIODS OF SERVICE

4.1 The period of service shall commence upon execution of this Contract and continue until completion of all phases or for a period of two (2) years, with three (3) one (1) year renewal options at the sole discretion of COUNTY and, additionally, it shall continue until completion of all phases of any outstanding service authorization issued within the period of this Contract, unless otherwise terminated as provided herein.

4.2 If COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT'S services shall be adjusted equitably.

4.3 If CONSULTANT'S services for the Project are delayed or suspended in whole or in part by COUNTY for more than nine months for reasons beyond CONSULTANT'S control, CONSULTANT shall be entitled to an equitable adjustment in compensation.

SECTION 5 – FEE and PAYMENTS TO CONSULTANT

5.1 Whenever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and CONSULTANT shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Prior to execution of a fixed price authorization, the CONSULTANT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, expenses, and overhead and profit as part of the fixed price.

5.1.2 Subcontractual service shall be included at the actual fees proposed by the

subconsultant and accepted by the COUNTY without mark-up.

5.2 Labor rates of CONSULTANT and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall maximum 3.0 overhead and profit factor. The labor rates and overhead and profit factors are subject to audit.

5.5 When a service is to be compensated for on a time charge/not to exceed basis, the CONSULTANT will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT shall notify the COUNTY in writing when 90% of the "not to exceed" amount has been reached.

5.5.1 The COUNTY agrees to pay the CONSULTANT compensation for services rendered. The schedule of hourly labor rates by labor category as set forth in Exhibit B is attached hereto and made a part hereof. The rates listed in Exhibit B shall remain in effect for a period of two years from the date of CONTRACT execution. At the end of each subsequent one year period, the rates may be negotiated and if the cost of living index supports an increase, an increase of up to three percent (3%) may be allowed for each one year term thereafter. The total amount to be paid by the COUNTY under this Contract shall be set forth in each SERVICE AUTHORIZATION.

5.4 The CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items are permitted, the total incremented billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.2 CONSULTANT and COUNTY shall agree on a Schedule of Values incorporating scope of work references, deliverables, and milestones. A Pay Application with percent complete of each activity, a schedule update, and a Schedule 3(a) SBE-M/WBE Professional Services Activity Report with supporting Schedule 4(s) SBE-M/WBE Payment Certification shall be included with each billing.

5.3 Pay Applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating COUNTY department, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the Service Authorization and current project number. Invoices will normally be paid within thirty (30) days following the department's approval.

5.5.3 If "Out-of-pocket" expenses are authorized, they will be reimbursed up to the not-to-exceed amount identified on each SERVICE AUTHORIZATION. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT'S subconsultants directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar Project related items. Charges for other specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated up front at the time of negotiating each SERVICE AUTHORIZATION. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of the Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each SERVICE AUTHORIZATION. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

5.6 In order for both parties to close their books and records, the CONSULTANT will clearly state "**Final**" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

SECTION 6 – NOT USED

SECTION 7 - GENERAL CONSIDERATION

7.1 Standard of Care

The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with similar firms of national repute in the areas of practice required for this project. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other CONSULTANT'S possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this

Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT'S skill, efforts and judgment commensurate with other similar firms of national repute in the areas of practice required for this project. CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTY'S stated objectives and recognized professional standards.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as acted by the Florida Building Code shall be complied with and incorporated into the project. Additionally, Title II requirements of the 2010 ADA Standards for Accessible Design (published by DOJ, September 15, 2010) shall be complied with and incorporated into the project.

Although specific provisions of this Contract refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

7.2 Termination

This Contract may be canceled by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- d. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination

shall be considered and treated as a termination without cause.

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of CONSULTANT'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

7.3 Truth-in-Negotiation Certificate

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within three (3) years following final payment. County has the authority and right to audit CONSULTANT'S records under this provision.

7.4 Personnel

7.4.1 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel or subconsultants must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT represents that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 7.1 above.

7.4.2 CONSULTANT'S Representative

Concurrent with its fee proposal, the CONSULTANT shall advise the COUNTY of the name of its proposed Project Manager. The Project Manager shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this agreement. This individual shall be assigned to the project through final acceptance of construction. The Project Manager shall not be removed from his/her responsibilities on this project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT'S designated Project Manager and the right to require the CONSULTANT to replace its designated Project Manager with another individual acceptable to the COUNTY.

7.4.3 Criminal History Records Check

Pursuant to County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance, the COUNTY will conduct a finger print based criminal history record check on all employees of consultants and subconsultants of consultants, vendors, repair persons and delivery persons entering a facility determined to be either a Critical Facility ("Critical Facilities") or criminal justice information facility (CJI Facility). Critical Facilities and CJI Facilities and the corresponding list of disqualifying offenses are identified in Resolution R2013-1421, and is available upon request. In October, 2013, compliance with the requirements of the U.S. Federal Bureau of Investigations Criminal Justice Information (CJI) Security Policy was added to the Ordinance and has a broad list of disqualifying offenses. The Consultant understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with this Ordinance, and represents and warrants that its fee includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the COUNTY) of compliance with this County Code.

Individuals passing the background check will be issued a badge. Consultant shall make every effort to collect the badges of its employees and its subconsultants'

employees upon conclusion of the contract work and return them to the COUNTY. If the CONSULTANT or its subconsultant terminates an employee who has been issued a badge, the Consultant must notify the COUNTY within 2 hours. At the time of termination, the CONSULTANT shall retrieve the badge and return it to the COUNTY in a timely manner. The COUNTY reserves the right to suspend any Consultant that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as amended, 2) does not immediately contact the COUNTY regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

7.5 SBE Participation

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all COUNTY solicitations. CONSULTANT anticipates providing **93%** SBE participation under this contract.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT incorporates Schedule 1 (participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names addresses, scope of work, dollar value of the SBE-M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE-M/WBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed dollar value. The CONSULTANT understands that each SBE firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT understands that it is the responsibility of the Department letting the Contract and OSBA to monitor compliance with the SBE Code requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports to both parties on the progress of the SBE-M/WBE participation on each pay application submitted.

The CONSULTANT further agrees to provide OSBA with a copy of their Contract with the SBE sub-consultant or any other related documentation upon request.

After contract award, the CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the bid. Requests for substitutions must be submitted to the

department issuing the request for proposal and the OSBA.

The CONSULTANT understands that it is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other consultants.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Code and will allow the COUNTY to inspect such records.

7.6 Non-Discrimination

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, sexual orientation, gender identity or expression, familial status, or genetic information.

CONSULTANT has submitted to 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 or one that conforms to the COUNTY's 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.

7.7 Independent Contractor Relationship

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees, subconsultants and suppliers, perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

The CONSULTANT represents that all subconsultant agreements entered into

shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract.

7.8 Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.9 Authority to Practice

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

7.10 Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The CONSULTANT is **not** authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this contract.

7.11 Availability of Funds

The COUNTY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.12 Insurance

7.12.1 CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.12.2 **Commercial General Liability** CONSULTANT shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. CONSULTANT shall provide this coverage on a primary basis.

7.12.3 **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

7.12.4 **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

7.12.5 **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a Claims-Made basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The retro date shall be shown on the certificate. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** CONSULTANT shall provide this coverage on a primary basis.

7.12.6 **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents". CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

7.12.7 **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

7.12.8 **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY and Insurance Tracking Services (ITS) a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

Certificates for the COUNTY shall be addressed to: Palm Beach County Board of County Commissioners, c/o Capital Improvements Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5604, and for ITS as noted below.

Submit certificates of insurance to:

Certificate Holder Address:

(Certificates need to include the following as the Certificate Holder)

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

email: pbc@instracking.com or facsimile: (562) 435-2999

7.12.9 **Renewal Policies** - The CONSULTANT shall promptly deliver to ITS a certificate

of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before the expiration date of any policy.

7.12.10 Umbrella or Excess Liability If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a Follow-Form basis.

7.12.11 Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.13 Disclosure and Ownership of Documents

The CONSULTANT shall deliver to the COUNTY, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

The COUNTY and the CONSULTANT shall comply with the provisions of

Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General Palm Beach County Code, Section 2-421 – 2-440, as may be amended.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least three (3) years after completion or termination of this Contract. Upon ten (10) business days prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

7.14 Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

COUNTY and CONSULTANT agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

7.15 Indemnification

The CONSULTANT shall indemnify and save harmless the COUNTY, its officers, agents, servants and employees from and against all claims, liability, damages, losses, and/or cause of action including reasonable attorneys' fees, which may arise from any breach of contract, negligent act, error or omission of the CONSULTANT, its officers, employees, agents, subconsultants or anyone acting under their authority and control in the performance of this Contract. The indemnity obligations of this section

shall not apply to damages or injury to the extent caused by the negligence or willful misconduct of COUNTY, or its officers, employees, or agents.

The CONSULTANT's duty to indemnify the COUNTY, its officers and employees shall continue even if COUNTY is contributory negligent.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

7.16 Conflict of Interest

For every proposal provided by the CONSULTANT in response to a task assigned under this Contract, the CONSULTANT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as Exhibit E and incorporated herein. The CONSULTANT shall represent that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services identified in the task, as provided for in Chapter 112, Part III of Florida Statutes, and the Palm Beach County Code of Ethics.

Any actual or potential conflict between the CONSULTANT'S interests and the CONSULTANT'S performance of the services provided hereunder must be waived by the COUNTY by written notification prior to the performance of any services by the CONSULTANT. The CONSULTANT shall abide by any terms contained within the waiver by the COUNTY or shall release the COUNTY from all of its obligations hereunder.

7.17 Excusable Delays

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes may include, under relevant circumstances: acts of God; natural or public health emergencies; strikes not within CONSULTANT'S work force, company or agent's thereof; freight embargoes; and "abnormally severe and unusual" weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the COUNTY the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY'S rights to

change, terminate, or stop any or all of the work at any time.

7.18 Arrears

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

7.19 Modifications of Work

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall promptly, (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue an amendment to the applicable SERVICE AUTHORIZATION and the CONSULTANT shall not commence work on any such change until such written amendment has been issued.

7.20 Notice

All notices required in this Contract if sent to the COUNTY shall be mailed to:

John A. Cheshier, PE, Director
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Audrey Wolf, Director
PBC Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

and if sent to the CONSULTANT shall be mailed to:

John R. Poggi, President
Eco Advisors, LLC
3931 RCA Blvd.
Palm Beach Gardens, FL 33410

7.21 Severability

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

7.22 Entirety of Contractual Agreement

7.22.1 The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

7.22.2 This contract includes the following exhibits, which are attached hereto and made a part hereof:

- | | | |
|-----------|---|--------------------------------------|
| Exhibit A | - | Scope of Work |
| Exhibit B | - | Hourly Rates |
| Exhibit C | - | SBE-M/WBE Schedules 1 and 2 |
| Exhibit D | - | Insurance Certificates |
| Exhibit E | - | Conflict of Interest Disclosure Form |

7.23 Successors and Assigns

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

7.24 Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

7.25 Office of the Inspector General

Palm Beach County has established the Office of the Inspector General, in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to RFP or any resulting contract.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT.

ATTEST:
SHARON R. BOCK, Clerk and Comptroller

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

BY: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

**APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
AND CONDITIONS**

By: _____
County Attorney

By: *Ann May Wolf*
Director – FD&O

WITNESS for CONSULTANT signature:

CONSULTANT: Eco Advisors, LLC.

Alison Wofschynsky
Signature

John R. Poggi
Signature

Alison Wofschynsky
Name (type or print)

JOHN R. POGGI
Name (type or print)

PRESIDENT
Title

EXHIBIT A SCOPE OF WORK

The CONSULTANT shall serve as the COUNTY's professional engineering/environmental representative for various projects. Examples of work include, but are not limited to:

A. Phase I Environmental Site Assessments

Prior to completion of a transaction for County acquisition of land, due diligence in the form of Phase I Environmental Site Assessments may be required to evaluate any environmental liabilities associated with the subject property.

The Phase I ESA will comply with the latest edition of the American Society for Testing and Materials (ASTM) E-1527, "Standard Practice for Environmental Site Assessment Process", unless otherwise stated. The Phase I ESA shall include, at a minimum, a site inspection and surrounding one-quarter mile reconnaissance; a site location map; site map; U.S. Geological Survey (USGS) quad map; site photographs; interviews; regulatory documentation as supplement to a computer generated regulatory database; and document current and past use of the property from the present back to the property's first obvious use or to 1940, whichever is earlier. Any gaps or limitations in the use history of the site should be clearly identified in the report. The Consultant may also be directed to perform work tasks associated with ASTM E-1527, "Non-Scope Considerations" related to wetlands; regulatory compliance, cultural and historic resources, health and safety, ecological resources, well abandonment and endangered species as part of this contract.

B. Phase II Environmental Site Assessment

Based on the Phase I ESA, the COUNTY may require a Phase II ESA. The purpose of a Phase II ESA is to adequately resolve recognized environmental conditions (RECs) so that "the data provides sufficient information to support a professional opinion that there is no reasonable basis for suspecting the disposal or release of hazardous substances or petroleum products at the site with respect to the recognized environmental conditions assessed and that no further action is necessary or that with respect to the recognized environmental conditions assessed, hazardous substances or petroleum products have been released or disposed at the property (ASTM E-1903 Standard for Phase II Environmental Site Assessment Process)". A Phase II ESA may involve subsurface and/or obtrusive exploration and sampling of the soil and/or groundwater. Phase II ESA field related tasks may include, but not be limited to, the installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or direct push technologies and limited emergency response source

removal activities (i.e. soil excavation, free product recovery).

C. Assessment/Corrective Actions

In instances where the COUNTY elects to assume the responsibilities for corrective actions, the Consultant will provide all services within the scope of the practice of contamination assessment and remedial activities. These include, but are not limited to: investigations to delineate the extent of contamination of soils or sediments, surface waters or groundwater, evaluation of sampling data to develop risk-based, site-specific rehabilitation levels, source removal activities (including soil treatment and/or excavation and disposal), and remedial investigation/feasibility studies to select appropriate and cost effective remedial technologies and design to abate imminent hazards associated with emergency response incidents.

In addition, any required interface with regulatory agencies (federal, state, county) including preparation of applicable permit applications, negotiation of consent agreements, and presentation of investigation results may be required.

D. Petroleum Assessment/Remediation

In the event of a petroleum product discharge associated with COUNTY owned storage tanks, the CONSULTANT may provide the following professional services: assessment/remediation services, including initiating Initial Remedial Actions (IRA) at sites where free product is present, developing Site Assessment Reports (SAR) to determine the extent of contamination of soil, sediment, surface water or groundwater following a petroleum discharge (including engineering, geologic and hydrogeologic capabilities, developing justifications for alternative site rehabilitation levels, "no further action" proposals, Natural Attenuation Monitoring, or "monitoring only" proposals, source removal activities (including soil treatment and/or excavation and disposal) and design of remedial systems (including soil vapor extraction, bioventing, air sparging, bioremediation, pump and treat) aimed at addressing site-specific contamination concerns

E. Operation, Monitoring & Testing

In certain instances, the COUNTY may require short or long term operation, monitoring and testing at properties. The CONSULTANT may provide services for operation of environmental remediation equipment, monitoring and testing at properties involved in short or long term remediation of various types of contaminants. All sampling and testing is to be conducted in accordance with quality assurance standards prescribed by the FDEP. Operation, monitoring and test results will need to be evaluated to determine the necessity and justification to continue sit rehabilitation when site contaminant levels have changed or dissipated.

F. HUD Environmental Review Record

Department of Economic Sustainability (DES) is a recipient of U.S. Department of Housing and Urban Development (HUD) grants. As such, PBC/DES is authorized to assume the responsibilities for environmental review, decision-making, and action that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of laws that furthers the purposes of NEPA, as specified in 24 CFR Part 58. Provide environmental services in support of the compilation of Environmental Review Record(s) (ERRs) as required of DES, as the responsible entity, to HUD.

Extensive knowledge of applicable requirements of local, state, and federal environmental laws and regulations, the NEPA of 1969 as amended, the Council on Environmental Quality (CEQ) regulations, and related environmental authorities and regulations is a requirement.

The environmental review process consists of all actions that the COUNTY must take to determine compliance with HUD regulations prior to obtaining approval for the release of federal funds. Environmental services are needed for the compilation of the Environmental Review Record (ERR) to be in compliance with Federal regulations pursuant to 24 CFR Part 58 requirements. The environmental review will need to be prepared for each project and/or activity. The level of environmental review is based on the nature of the project or activity.

G. U.S. EPA Brownfields Program

DES is a recipient of a U.S. EPA Brownfields Revolving Loan Fund (BRLF) for cleanup and revitalization of contaminated properties throughout the COUNTY. The COUNTY will use the BRLF funds to provide financial assistance to eligible borrowers and sub-grantees to cleanup properties, create employment opportunities, and revitalize the community. The CONSULTANT shall be able to support the COUNTY's grant fund program needs for planning, assessment, and remediation. The CONSULTANT shall be able to complete forms and reports required by the Cooperative Agreement, complete associated assessment activities, develop community relations plans, provide environmental education and community outreach and any other consulting services that may be required under the program.

Extensive knowledge of applicable federal requirements for work funded by U.S. EPA BRLF and other Brownfields grants, including but not limited to compliance with all State and Federal purchasing requirements and procedures is a requirement. Experience and understanding of the program in EPA Region IV includes programmatic support, development of EPA Analysis of Brownfields Cleanup Alternatives (ABCAs) or equivalent; development of Generic and site-specific QAPPs; and designation of FL Brownfields Areas, development of Brownfields Site Rehabilitation Agreements and site

rehabilitation for contamination cleanup. Experience and understanding of the Florida Brownfields Redevelopment Program and the ability to assist the COUNTY to effectively utilize all related incentive and regulatory benefits for certain Brownfield redevelopment projects is also required.

H. Asbestos Surveys

At times, the COUNTY may need Asbestos Consulting Services, such as assessments, inspections, bulk sampling, air sampling, associates analysis of those samples, and general consultation, as it relates to renovation and demolition of structures within the COUNTY. Asbestos consulting businesses and laboratories shall be properly licensed and adhere to all applicable federal, state and local asbestos regulations, including but not limited to: EPA (NESHAP, AHERA), OSHA, NIOSH, NVLAP, and Florida Statutes.



ECO ADVISORS, LLC
ENGINEERING A SUSTAINABLE FUTURE

Palm Beach County FD&O Environmental Assessment Services Contract
Eco Advisors, LLC Hourly Rate Schedule
July 31, 2015

Category	Service	Rate
Labor		
Principal Scientist, Engineer, Biologist, Certified Industrial Hygienist, Licensed Asbestos Consultant Expert Witness Base Rate	Quality Assurance/Quality Control Review, Health and Safety Mgt.	\$175/Hour \$250/Hour
Attorney	Legal Consulting	\$350/Hour
Paralegal	Legal Consulting	\$175/Hour
Clerk (Legal)	Legal Consulting	\$135/Hour
Senior Project Manager	Contract Manager, Project Scope Development, Project Allocation and Management, Tracking and Review	\$120/Hour
Senior Professional Engineer/Project Manager/Task Manager, Professional Geologist, Senior Biologist	Engineering Design, Review and Permitting	\$150/Hour
Project Manager	Project Mgmt., Data Evaluation, Report preparation and Review	\$95/Hour
Senior Scientist, Geologist, or Engineer	Project Task Supervision, Data Evaluation, Report Preparation and Review	\$95/Hour
Environmental Scientist, Level Two	Field Data Collection, Site Inspection, Monitoring Well Installation, Soil and Groundwater Sampling, Research and File Review, Subcontractor Supervision	\$80/Hour
Project Geologist	Field Data Collection, Monitoring Well Installation, Soil and Groundwater Sampling	\$80/Hour
Environmental Scientist, Level One	Field Data Collection, Site Inspection, Monitoring Well Installation, Soil and Groundwater Sampling	\$65/Hour
Environmental Technician	Sampling (Air, Soil, or Groundwater), Field Support	\$55/Hour
AUTOCAD Technician	Drafting and Figure Preparation	\$65/Hour
Administrative/Clerical	Data Processing & Report Assembly	\$45/Hour
Other Direct Costs		
Subcontractor	Laboratory, Driller	Cost per Rate Sheet
Subcontractor	Pollutant Storage Contractor, Remediation Contractor	Cost per Quote
Mileage	In County	No Charge



ECO ADVISORS, LLC
ENGINEERING A SUSTAINABLE FUTURE

Palm Beach County FD&O Environmental Assessment Services Contract
Eco Advisors, LLC Hourly Rate Schedule Continued
July 31, 2015

Description	Unit	Rate
Equipment / Sampling Kits		
Tools of the Trade (Hand tools, flashlights, digital cameras, ladders, hygrometers)	Per day	No Charge
Building Science: moisture meters, datalogger, micromanometer, thermal imaging camera, particle counter, Graywolf IAQ system	Per day	\$200
Building Science: Graywolf Organic Vapor Analyzer (PID) for odor or chemical investigations (IAQ)	Per day	\$125
Air Sampling - Fungal spore trap or viable N6 sampling kit: pumps, cassettes, media, and primary calibrator (MOLD)	Per day	\$60
Air Sampling - Asbestos AHERA sampling kit: pumps (6), cassettes, primary calibrator (ASBESTOS)	Per day	\$100
X-Ray Fluorescence Unit for lead inspections (XRF)	Per day	\$100
Soil Gas Sampling: Organic Vapor Analyzer (FID)	Per day	\$125
Soil Sampling Kit: stainless steel augers, stainless sampling wear, and support equipment	Per day	\$50
Groundwater Sampling Kit: groundwater parameter multi-meter, turbidity meter, peristaltic pump/tubing, GPS unit, depth to water probe	Per day	\$140
Survey equipment	Per day	\$100
Other equipment (rented or purchased)		Cost per Quote

OVERTIME

Where applicable, overtime rates of one and one-half (1 ½) times of the listed straight time rates apply to all hours over eight (8) worked in a twenty-four (24) hour period, or to all hours over forty (40) worked in a seven (7) day week, whichever number of hours is greater for the week.

EMERGENCY RESPONSE

Emergency response rates of one and one-half (1 ½) times of the listed straight time rates apply to the first twenty-four (24) hours of an emergency call-out.

EXPERT TESTIMONY

The Expert Witness Base Rate would apply to all litigation related work, including, but not limited to, time required for deposition and/or trial preparation, conferences, meetings, surveys, studies, and travel.

The hourly rate for appearance and/or testimony at a deposition or trial will be billed at a minimum of four (4) hours. A minimum of eight (8) hours will be billed when actual hours exceed four (4) hours. All hours worked beyond eight (8) hours in one day will be billed at one and one-half (1 ½) of the Testimony hourly rates, or overtime rates if a testimony rate is not listed above for the personnel position.

Jupiter

Environmental Laboratories, Inc.

Jupiter, FL 33458
(561) 575-0030
Fax (561) 575-4118

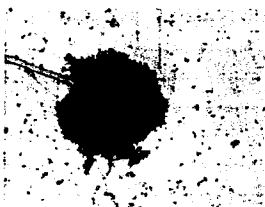
Quote

DATE	QUOTATION ...
7/15/2015	076856931

ECO Advisors/ REP Associates, Inc.
3931 RCA Boulevard, #3114
Palm Beach Gardens FL 33410

PROJECT	TERMS	P O NUMBER
PBC FDO Contract	Net 30	KJ

ITEM	DESCRIPTION	QTY	COST	Total
	Standard TAT 5-7 business days samples received after 3pm considered next business day			
KAG Soil	Gasoline/ Kerosene Analytical Group VOA,PAH, FL PRO	1	200.00	200.00
% Solids	% Solids	1	5.00	5.00
PAH	Polynuclear Aromatic Hydrocarbons by 8270	1	90.00	90.00
FL-PRO	Total Recoverable Petroleum Hydrocarbons by FL-PRO	1	65.00	65.00
VOA (S)	GC/MS Volatiles BTEX + MTBE by 8260	1	45.00	45.00
VOH (W)	GC/MS Volatile Organics, VOH by 8260	1	60.00	60.00
VOC W	GC/MS VOA/VOH by 8260	1	78.00	78.00
8260W	Volatiles By GC/MS - Full list by 8260	1	100.00	100.00
KAG Water	Gasoline/ Kerosene Analytical Group - VOC,PAH,FL PRO, EDB, Pb	1	285.00	285.00
Metals	Metals Individual (excludes Au, Ti, B, Hg) by 6020 or 200.8	1	12.00	12.00
EDB	EDB by 8260	1	40.00	40.00
Used Oil In Soi	Used Oil In Soil 8260, 8270, FLPRO, 4 RCRA,8081/8082 (without 8081/8082- \$400)	1	520.00	520.00
8270S	Semi-Volatiles By GC/MS full list by 8270	1	185.00	185.00
8 RCRA Metal...	8 RCRA Metals by 6020 or 200.8	1	98.00	98.00
Organophosph...	Organophosphorus pesticides by 8270	1	110.00	110.00
Organochlorin...	Organochlorine Pesticides by 8081	1	80.00	80.00
herbicides	Herbicides	1	190.00	190.00
PCB's	PCB by 8260	1	75.00	75.00
SPLP	SPLP or TCLP Extraction only (cost of analysis will be added)	1	65.00	65.00
Speciation	Speciation-Florida Working Group sent to sub lab* * if RUSH \$425	1	350.00	350.00
Ultra Trace M...	Ultra Trace Mercury by 1631	1	90.00	90.00
Mercury-(W)	Mercury by 6020 or 200.8	1	22.00	22.00
Total				\$2,765.00



DOVE ENVIRONMENTAL CORPORATION

8910 MIRAMAR PARKWAY
SUITE 200, MIRAMAR, FL 33025
Tel.: (954) 374-9274 Fax: (954) 639-7426
Email: dovelabs@dove.comcastbiz.net
www.dovelabs.org



QUICK & RELIABLE LABORATORY ANALYSIS

FULLY INSURED & RELIABLE

****AIHA-PAT 102988 (Asbestos Air Sample)**

1. PCM Analysis	\$25.00/<1 hrs	\$10.00/8hrs-24hrs	\$8.00/48hrs	\$7.00/72hrs
	\$20.00/<2 hrs			
	\$15.00/<3 hrs			
	\$14.00/<4 hrs			
	\$13.00/<5 hrs			
	\$12.00/<6 hrs			
	\$11.00/<7 hrs			

****NVLAP 102053 (Bulk Asbestos)**

1. Bulk Analysis	\$25.00/<1 hrs	\$10.00/8hrs-24hrs	\$8.00/48hrs	\$7.00/72hrs
	\$20.00/<2 hrs			
	\$15.00/<3 hrs			
	\$14.00/<4 hrs			
	\$13.00/<5 hrs			
	\$12.00/<6 hrs			
	\$11.00/<7 hrs			
2. Point Count Analysis	\$60.00/6-8hrs	\$50.00/24hrs	\$45.00/48hrs	\$40.00/72hrs

(**For new non-commercial private asbestos analysis, please call for price quote.)

We look forward to a long and friendly working relationship with you and your company!



8910 Miramar Parkway, Suite 200, Miramar, FL 33025

Tel.: (954) 374-9275 Fax: (954) 639-7426

Email: dovelabs@dove.comcastbiz.com

Website: www.dovelabs.net

QUICK & RELIABLE LABORATORY ANALYSIS

We are accredited by NVLAP, and participate in the AIHA-ELPAT, AIHA-EMPAT, AIHA-PAT & PAACB. Microscopist(s) trained at the Center for Disease Control-CDC (Louisiana State University, University of New Mexico, Emory University, Texas Health Department, McCrone Research Institute, College of Microscopy, AOAC-Quality Assurance for Microbiological Laboratory, Aerobiology Instruction & Research at Harvard University, University of Turabo, and Glasgow University-PhD in Microbiology). Our Analyst(s) have degrees (BSC, MSC, or PhD) in Biology, Microbiology, Mycology, Environmental Science, and Light Microscopy.



FULLY INSURED & RELIABLE

*AIHA-EMPAT 102988 Fungal/Pollen Analysis

Note Direct sample analysis turnaround time less than 2 hours for air cassettes, tape lifts, swabs, and bulk samples will be charged \$60.00 per sample.

MICROBIOLOGY DEPARTMENT

Fungi (Mold & Yeast)

Turn around Time

Direct Examination	<3hrs	6-8hrs	24hrs	48hrs	72hrs	7-10DAYS
Air-O-Cell	\$50	\$40	\$35	\$30	\$25	-
Micro-5 Cyclex-D	\$50	\$40	\$35	\$30	\$25	-
Tape lift	\$50	\$40	\$35	\$30	\$25	-
Bulk	\$50	\$40	\$35	\$30	\$25	-
Swab	\$50	\$40	\$35	\$30	\$25	-
Culturable Fungi	-	-	-	-	-	7-10 days
Tape lift	-	-	-	-	-	\$55
Bulk	-	-	-	-	-	\$55
Dust	-	-	-	-	-	\$55
Swab	-	-	-	-	-	\$55
Petri Dish	-	-	-	-	-	\$45
N6 Anderson/Plate Impact	-	-	-	-	-	\$55
Special Exam	<3hrs	6-8hrs	24hrs	48hrs	72hrs	7-10DAYS
Particulates (House Dust, etc.)	\$85	\$75	\$70	\$65	\$55	-
Pollen Identification	\$85	\$75	\$70	\$65	\$55	-
Species Identification	\$85	\$75	\$70	\$65	\$55	-



JAEE
Environmental Services, Inc.

3101 Peachtree Circle
Davie, Florida 33328

Phone: (954) 476-8333 • Fax: (954) 476-8347

Ref: Unit Rates for JAEE Environmental Services

ITEM	Unit	Rate
Geoprobe services	one day	\$1500.00
Geoprobe services	half day	\$1000.00
Prepacked screen 5' length	each	\$125.00
Riser (.75 - 2" id, 5' length)	each	\$25.00
Screen (.75 - 2" id, 5' length)	each	\$25.00
Well completions	each	\$150.00
Augured wells complete <15'	each	\$800.00
Augured wells complete >15' <25'	each	\$1000.00
Well abandonment (1-2" id)	foot	\$7.50
Well abandonment (3-4" id)	foot	\$9.00
Well abandonment (5-6" id)	foot	\$15.00
Pad removal	each	\$75.00
Drums	each	\$50.00
Mobilization (depends on location)		\$250.00
Per diem		\$200.00

If you have any questions, please feel free to contact me.

Sincerely,

Willie Smitherman
President

Enviro-Drill, Inc. Price List for ECO Advisors Palm Beach County Facilities Development & Operations Dept
3 YEAR CONTRACT BEGINNING AUGUST 2015

	2015-2016	2016-2017	2017-2018
<u>2" Monitoring Well Installation:</u>			
0 to 15' (includes well completion)	\$ 525.00	\$ 550.00	\$ 575.00 each
16' to 25'	\$ 25.00	\$ 26.00	\$ 27.00 ft.
26' to 50'	\$ 27.00	\$ 28.00	\$ 29.00 ft.
51' to 75'	\$ 29.00	\$ 30.00	\$ 31.00 ft.
76' to 100'	\$ 31.00	\$ 32.00	\$ 33.00 ft.
<u>2" Temp Well Installation:</u>			
0 to 15'	\$ 375.00	\$ 400.00	\$ 425.00 each
16' to 25'	\$ 25.00	\$ 26.00	\$ 27.00 ft.
26' to 50'	\$ 27.00	\$ 28.00	\$ 29.00 ft.
51' to 75'	\$ 29.00	\$ 30.00	\$ 31.00 ft.
76' to 100'	\$ 31.00	\$ 32.00	\$ 33.00 ft.
<u>2" Air Sparge Well Installation: (Does not include well completion)</u>			
1' to 25'	\$ 25.00	\$ 26.00	\$ 27.00 ft.
26' to 50'	\$ 27.00	\$ 28.00	\$ 29.00 ft.
51' to 75'	\$ 29.00	\$ 30.00	\$ 31.00 ft.
76' to 100'	\$ 31.00	\$ 32.00	\$ 33.00 ft.
<u>4" Vertical Vapor Extraction Well Installation: (Does not included well completion)</u>			
1' to 25'	\$ 36.00	\$ 38.00	\$ 40.00 ft.
26' to 50'	\$ 38.00	\$ 40.00	\$ 42.00 ft.
51' to 75'	\$ 40.00	\$ 42.00	\$ 44.00 ft.
76' to 100'	\$ 42.00	\$ 44.00	\$ 46.00 ft.
<u>Surface Casing:</u>	\$ 50.00	\$ 53.00	\$ 56.00 ft.
<u>Soil Borings/Split Spoon Collection:</u>			
0-50'	\$ 13.00	\$ 14.00	\$ 15.00 ft.
51' to 75'	\$ 15.00	\$ 16.00	\$ 17.00 ft.
75' to 100'	\$ 19.00	\$ 20.00	\$ 21.00 ft.
<u>Hand Auger Boring:</u>			
0-50'	\$ 11.00	\$ 12.00	\$ 13.00 ft.
51' to 75'	\$ 13.00	\$ 14.00	\$ 15.00 ft.
75' to 100'	\$ 15.00	\$ 16.00	\$ 17.00 ft.
<u>Geoprobng:</u>			
Full Day Rate	\$ 1,600.00	\$ 1,700.00	\$ 1,800.00 daily
Half Day Rate	\$ 900.00	\$ 1,000.00	\$ 1,100.00 daily
Geoprobe Mobilization	\$ 350.00	\$ 400.00	\$ 450.00 each
Plus well material if installing wells (see well completions and 1" prepacked material prices)			
1" x 5ft. Prepacked Screen	\$ 120.00	\$ 140.00	\$ 160.00 each
10ft. Prepacked Riser	\$ 25.00	\$ 30.00	\$ 35.00 each
Well Completion: 8" Manhole & 2' x 2' Concrete Pad & L-Cap	\$ 200.00	\$ 225.00	\$ 250.00 each

Well Completion: 12" Manhole & 2' x 2' Concrete Pad & L-Cap	\$ 250.00	\$ 275.00	\$ 300.00	each
Well Completion: 8" Bolt-down Manhole & 2' x 2' Concrete Pad & L-Cap	\$ 225.00	\$ 250.00	\$ 275.00	each
Well Completion: 12" Bolt-down Manhole & 2' x 2' Concrete Pad & L-Cap	\$ 275.00	\$ 300.00	\$ 325.00	each
Well Completion: Steel Protective Riser, 2' x 2' Concrete Pad & L-Cap	\$ 275.00	\$ 300.00	\$ 325.00	each
Well Abandonment	\$ 8.00	\$ 9.00	\$ 10.00	ft
Removal of 2' x 2' Pad and Manhole	\$ 55.00	\$ 60.00	\$ 65.00	each
2' x 2' Abandonment Patches	\$ 55.00	\$ 60.00	\$ 65.00	each
Mobilization (West Palm Beach)	\$ 400.00	\$ 450.00	\$ 500.00	each
Standby Time	\$ 160.00	\$ 170.00	\$ 180.00	hourly
Development Time	\$ 160.00	\$ 170.00	\$ 180.00	hourly
55 Gallon Drums	\$ 65.00	\$ 70.00	\$ 75.00	each
Asphalt Patches	\$ 30.00	\$ 35.00	\$ 40.00	each
Concrete Patches	\$ 30.00	\$ 35.00	\$ 40.00	each
Concrete Coring (Wells)	\$ 125.00	\$ 150.00	\$ 175.00	each
Concrete Coring (Soil Borings)	\$ 75.00	\$ 100.00	\$ 125.00	each
Cones	\$ 35.00	\$ 40.00	\$ 45.00	each
Sand	\$ 5.00	\$ 6.00	\$ 7.00	bag
Retro fit (Standard 8" mh), add \$25 for bolt-down, \$50 for reg. 12", \$75 for 12" bolt-down, \$75 for Steel Protective Riser	\$ 275.00	\$ 300.00	\$ 325.00	each

County Permits

	<u>Wells</u>	<u>Abandonments</u>
Palm Beach (up to 8 wells) - current prices, this is subject to change	\$ 125.00	\$ 100.00

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NAME: Environmental Assessment Services PROJECT NO: Environmental Assessment Services

NAME OF PRIME CONSULTANT: Eco Advisors, LLC

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONSULTANT AND SUBMITTED WITH PROPOSAL. PLEASE LIST THE NAME, CONTACT INFORMATION AND PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONSULTANTS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, ALSO LIST THE NAME, CONTACT INFORMATION AND PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name	(Check one or both Categories)		PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Woman	Caucasian	Other (Please Specify)
1. Eco Advisors, LLC 3931 RCA Blvd, Suite 3114, PBG, FL 561-627-1810	<input type="checkbox"/>	<input checked="" type="checkbox"/>				85%	
2. Jupiter Environmental Labs 150 S. Old Dixie Highway, Jupiter, FL 561-575-0030	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			8%		
3. C&N Environmental 612 N Orange Ave, Jupiter, FL 561- 744-7420	<input checked="" type="checkbox"/>	<input type="checkbox"/>			2%		
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)							

Total SBE-M/WBE Participation Percentage of Work: 95%

I hereby certify that the above information accurate to the best of my knowledge:

John R. Carr
Signature

President
Title

Note:

1. The amount listed on this form for a SBE-M/WBE Prime or subconsultant must be supported by percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 7/2/2013

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Environmental Assessment Continuing Services

TO: Eco Advisors, LLC
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X

Black _____ Hispanic _____ Women _____ Caucasian X Other (Please Specify) _____

Date of Palm Beach County Certification: December 21, 2013

The undersigned is certified by the State of Florida:

Minority Business Enterprise _____

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Eco Advisors, LLC will perform field and office task related to Phase I and Phase II ESAs; assessment and corrective action/remediation; operations, monitoring and testing; asbestos surveys; HUD environmental records review; and requested assignments related to US Brownfields Program. The field activities for this project include site inspections, records review, groundwater sampling, drilling oversight, soil sampling, building inspections, and asbestos sampling. Subcontractors will be utilized as needed to provide laboratory analysis, drilling for soil boring and monitoring well installation, remediation of impacted soil and groundwater, environmental database review. Eco Advisors will also perform project management agency correspondence, and reporting activities as necessary to complete the project.

at the following price \$ _____ tbd
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____ tbd

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Eco Advisors, LLC

(Print name of SBE-M/WBE Subconsultant)

By: John R. Poggel
(Signature)

JOHN R. POGGEL, PRESIDENT
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 4/20/2015

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Environmental Assessment Continuing Services

TO: Eco Advisors, LLC
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X

Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: May 22, 2013

The undersigned is certified by the State of Florida:

Minority Business Enterprise X

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Jupiter Environmental Laboratories, Inc (Jupiter Labs) will provide laboratory analytical services to support Eco Advisors, LLC in Environmental Assessment and Remediation activities identified under this contract. Services will include analysis of soil, sediment, groundwater, surface water, or air samples collected by Eco Advisors. Jupiter Labs will provide reports to Eco Advisors documenting the results of the requested analysis in compliance with all applicable State and County requirements.

at the following price \$ tbd
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ tbd

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Jupiter Environmental Laboratories, Inc.
(Print name of SBE-M/WBE Subconsultant)

By: [Signature]
(Signature)

Glynda Russell
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 4/10/15

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. _____ PROJECT NAME: Environmental Assessment Continuing Services

TO: Eco Advisors, LLC
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise Expired Under Renewal

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: October 13, 2013

The undersigned is certified by the State of Florida:

Minority Business Enterprise X

Expires 03/05/2016

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Environmental Services

at the following price \$ _____ tbd
(Subconsultant's fee)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____ tbd

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

C&N Environmental Consultants, Inc.
(Print name of SBE-M/WBE Subconsultant)

Cheryl M. Carpenter
By: _____
(Signature)
Cheryl M. Carpenter, President

(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: April 20, 2015



CERTIFICATE OF LIABILITY INSURANCE

ECOADVI-01

TTOWER

DATE (MM/DD/YYYY)

8/19/2015

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

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

PRODUCER
Charles L. Crane Agency Co.
100 N Broadway, Ste 900
Saint Louis, MO 63102

CONTACT NAME: Tina Tower

PHONE (A/C, No, Ext): (314) 241-8700

FAX (A/C, No): (314) 444-4970

E-MAIL ADDRESS: TTOWER@CRANEAGENCY.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Markel American Ins Co

28932

INSURER B: American Fire and Casualty Co.

24066

INSURER C: Ohio Security

24082

INSURER D:

INSURER E:

INSURER F:

INSURED

Eco Advisors, LLC
3931 RCA Blvd, #3114
Palm Beach Gardens, FL 33410

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	ADOL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		15PKGNE60564	08/22/2015	08/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 CPL EACH POLLUT \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> 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	X X	BAA1656484711	01/18/2015	01/18/2016	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		15EFXNE60354	08/22/2015	08/22/2016	EACH OCCURRENCE \$ 3,000,000 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	XWS1656484711	01/18/2015	01/18/2016	<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
A	Misc Professional/E&		15PKGNE60564	08/22/2015	08/22/2016	2,000,000

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

ENVIRONMENTAL TESTING AND CONSULTING ENGINEERS

It is understood and agreed that Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents are named as Additional Insured where contractually required, but only with respect to its liability arising out of the activities of the Name Insured. Waiver of Subrogation is in favor of certificate holder. Coverage is on a Primary basis.

Professional Liability - Retro Date - 09/04/1990

Pollution Liability - Retro Date - 08/22/2011

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

W Ernot Benoit

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AGENCY CUSTOMER ID: ECOADVI-01

TTOWER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Charles L. Crane Agency Co.		NAMED INSURED Eco Advisors, LLC 3931 RCA Blvd, #3114 Palm Beach Gardens, FL 33410	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Regarding the Workers Compensation Policy a blanket waiver of subrogation where required by written contract is endorsed on the policy which includes the Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.
Endorsements are attached for review including WQS, Primary Non Contributory and Hired & Non Owned.

COMMERCIAL AUTO
CA 88 10 01 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

Schedule

Name of Person(s) or Organization(s):

WHEN REQUIRED BY WRITTEN CONTRACT

Regarding Designated Contract or Project:

VARIOUS

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Endorsement No. 0001

Policy Effective 01/18/2015

Premium

State

Policy No. XWS (16) 56 48 47 11

Insured ECO ADVISORS LLC

Insurance Company Ohio Security Insurance Company 19291

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX
CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 00 C

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

In witness whereof, we have caused this policy to be signed by our authorized officers.

Dexter R. Leay

SECRETARY

PRESIDENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

- A. Paragraph A.2.b. of the Common Policy Conditions, Cancellation, is changed to read as follows:

- b. 45 days before the effective date of cancellation if we cancel for any other reason.

- B. Paragraph A.4. of the Common Policy Conditions, Cancellation, is replaced by the following:

4. Notice of cancellation will state the effective date of, and reason(s) for, the cancellation. The policy period will end on that date.

- C. Paragraph A.5. of the Common Policy Conditions, Cancellation, is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- D. The following is added to Paragraph A. of the Common Policy Conditions, Cancellation:

7. If this policy provides Personal Injury Protection, Property Damage Liability Coverage or both and:

- a. It is a new or renewal policy, it may not be cancelled by the first Named Insured during the first 60 days following the date of issuance or renewal, except for one of the following reasons:

- (1) The covered "auto" is completely destroyed such that it is no longer operable,
- (2) Ownership of the covered "auto" is transferred, or
- (3) The "Named Insured" has purchased another policy covering the motor vehicle insured under this policy.

- b. It is a new policy, we may not cancel it during the first 60 days following the date of policy issuance except for nonpayment of premium.

E. The following condition is added:

NONRENEWAL

1. If we decide not to renew or continue this policy, we will mail you notice at least 45 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
2. If we fail to mail proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.
3. Notice of nonrenewal will state the reason(s) for the nonrenewal and the effective date of nonrenewal. The policy period will end on that date.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 1. You, if you are an individual;
 2. A partner, if you are a partnership;
 3. Member, if you are a limited liability company;
 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, August 06, 2015

[Images](#)

[Contracts](#)

Insured: ECO Advisors, LLC

Insured ID: ECOADVI-
PBC

Status: Compliant (with overrides)

ITS Account Number: PLC1527

Project(s): Palm Beach County - Capital Improvements

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 8/22/2015			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 1/18/2016			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 1/18/2016			

Professional Liability

Expiration: 8/22/2015

Each Occurrence:	\$1,000,000	\$2,000,000
Aggregate Limit:	\$1,000,000	\$2,000,000

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

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

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by _____,
(Name of Individual)

as

_____, of Eco Advisors, LLC.
(Title/Position) (Firm Name of CONSULTANT)

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

(Signature)

(Date)