

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date:	October 18, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

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I. EXECUTIVE BRIEF


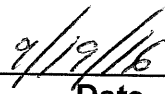
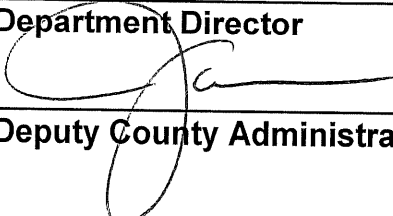
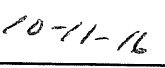
Motion and Title: Staff recommends motion to approve: a Contract for Professional Consultant Services with CB&I Environmental & Infrastructure, Inc. (CBI) providing professional coastal and marine engineering services, effective for two years from execution through October 17, 2018.

Summary: CBI, a Palm Beach County company, will provide professional coastal and marine engineering services on a task order basis for various projects within the Department of Environmental Resources Management and other county departments. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. CBI agreed to 15% SBE participation and 5% MWBE participation. The Contract contains an option to renew for one (1) additional year. Countywide (AH)

Background and Justification: On June 24, 2016, CBI was selected to perform the necessary professional services in accordance with the Board-adopted procedures pursuant to Section 287.055, Florida Statutes Consultants' Competitive Negotiation Act (CCNA). Projects that require CBI's professional consultant services are budgeted in various capital project accounts and will be authorized on a task order basis.

Attachment:
1. CBI Contract

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Recommended by:		
	Department Director	Date
Approved by:		
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____	No _____			
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

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

Fiscal impact cannot be determined at this time.
 Work under each Contract is authorized on a task order basis. Budget is available in various capital project accounts or a budget transfer will be requested prior to or concurrent with task orders being authorized.

C. Department Fiscal Review: *S. Neary*

III. REVIEW COMMENTS

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

Jill A. Wilcox 9/27/16
 OFMB ET 9/22 OAR 9/27
Jerry [Signature] for Maria [Signature]
 Contract Development and Control
 9/30/16 JD

B. Legal Sufficiency:

Anne Helgert 10/4/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN PALM BEACH COUNTY AND
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.**

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, and CB&I Environmental & Infrastructure, Inc., 2481 NW Boca Raton Blvd., Boca Raton, FL 33431, an engineering firm, a corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. Number is 77-0589932.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide professional coastal and marine engineering services and incidental services as more specifically set forth in the Scope of Work attached hereto as Exhibit "A". In the event services are required to be performed that are not described in Exhibit "A", but are within the general scope of services, the COUNTY and the CONSULTANT hereby reserve the right to negotiate task orders covering the desired services.

The CONSULTANT shall conduct professional services in accordance with Chapters 471 and 472, Florida Statutes and other applicable local, state and federal standards. The CONSULTANT shall conduct topographic and hydrographic survey work in compliance with the most current U.S. Army Corps of Engineers "Technical Requirements for Surveying, Mapping and Photogrammetric Services", the most current U.S. Army Corps of Engineers "Engineering Design: Hydrographic Surveying," EM 1110-2-1003, and the most current Florida Department of Environmental Protection specifications for topographic (section 02000) and bathymetric (section 02100) surveying.

ARTICLE 2 - PERIODS OF SERVICE AND SCHEDULES

This Contract commences on the day and year first written above and ends two years later. At the option of the COUNTY, the Contract can be renewed for an additional one-year period.

Reports and other work items shall be delivered or completed according to schedules established in each task order.

The period of service shall continue until completion of all phases or any outstanding additional service authorizations issued within the period of the Contract, unless otherwise terminated as provided herein.

ARTICLE 3 - ASSIGNMENT OF WORK

The CONSULTANT shall provide professional services on a task order basis. A copy of the Task Order form and Task Change Order form are attached hereto as Exhibit "C" and Exhibit "D". The COUNTY reserves the right to modify these forms during the term of the Contract. The COUNTY shall prepare each Task Order form. A detailed scope of work, proposal, subcontractor quotes, and spreadsheet identifying all task costs and labor hours shall accompany each task order prior to approval. The proposal and spreadsheet format shall be approved by the COUNTY. The CONSULTANT shall sign each Task Order form and return it to the COUNTY to be signed. Any participation or change in participation by a Small, Minority or Woman Business Enterprise (SBE and/or M/WBE) subcontractor shall be indicated on the Task Order or Task Change Order, respectively. Any change in a Task Order's scope of work, including task assignments for the CONSULTANT and/or subcontractor(s), shall be approved in advance by the COUNTY on the Task Change Order.

For the COUNTY, the Department of Environmental Resources Management Director/Deputy Director shall be authorized to execute task orders in amounts not to exceed \$50,000 per task order. A copy of each task order so approved shall be forwarded to the Contract Development and Control Division. Task orders exceeding \$50,000 but not exceeding \$100,000 shall require authorization of the Contract Review Committee prior to issuance. Task orders exceeding \$100,000 shall require approval by the Board of County Commissioners.

ARTICLE 4 - PAYMENTS TO CONSULTANT

- A. **Total Contract Amount** - The COUNTY agrees to compensate the CONSULTANT in accordance with the fee proposal attached hereto as Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. By entering into this Contract, the CONSULTANT is not guaranteed any minimum amount of work. Any and all work shall be at the discretion of the COUNTY.
- B. **Methods of Payment** - The COUNTY shall pay the CONSULTANT on a fixed price basis in accordance with approved task orders. Alternate methods of payment including not-to-exceed compensation may be used for specific task orders if the COUNTY determines that an alternate payment method would be more cost-effective or efficient. A Task Order may be a combination of fixed price, not-to-exceed or other alternate methods of payments.
- C. **Invoices** - The CONSULTANT shall submit itemized invoices to the COUNTY on a monthly basis unless otherwise agreed by the COUNTY, for services rendered in accordance with the authorized budget categories listed below and in Exhibit "B". Invoices shall reference the task order number(s) or include copies of the task order(s) that authorized the services rendered. An incremental billing for partially completed subtasks on a fixed price Task Order shall be calculated in proportion to the percentage of work approved and accepted by the COUNTY and the negotiated fee for the subtasks until 90% of the project is complete. There will be no additional payments for Basic

Services until all services are completed and accepted by the COUNTY. A fixed price Task Order invoice shall provide sufficient detail to determine percent completion of each subtask contained in the approved task order(s). The total billings shall not exceed the estimated percentage of completion as of the billing date. An incremental billing for any partially completed, not-to-exceed subtask(s) shall be calculated based on actual expenses. These expenses shall be itemized by subtask on the invoice by listing: (a) the approved expense item-such as the labor category, equipment type, other direct cost item, subcontracted service/good; (b) expense item's approved unit rate, (c) unit name-such as hour, page/sheet, day, sample, core; and, (d) number of units incurred in the performance of the subtask. All requests for payment shall be accompanied by documentation sufficient to establish the amount of goods and services delivered to incur payment and obligation of the County to pay. The CONSULTANT shall submit a task log, in a form approved by the COUNTY, indicating usage of approved Contract fee schedule items with each incremental billing for any not-to-exceed subtasks. Incremental billing(s) should be submitted prior to the due date of the task order.

If a task order includes participation by an SBE and/or M/WBE subcontractor, the CONSULTANT shall prepare, execute, and submit a Professional Services Activity Report form, Exhibit "G" with each invoice. If (a) the task order includes participation by an SBE and/or M/WBE subcontractor, and, (b) the COUNTY has paid the CONSULTANT for a portion of the subcontractor's work on the previous invoice, the CONSULTANT shall submit a fully executed SBE-M/WBE Payment Certification form, Exhibit "H", with the following invoice. These forms provide documentation of SBE and/or M/WBE subcontracting activity and payment as required in Article 10.

Invoices received from the CONSULTANT pursuant to this Contract shall be reviewed and approved by the COUNTY representative indicating that services have been rendered in conformity with the Contract and approved task orders and then will be sent to the Finance Department for payment. Complete invoices will normally be reviewed and approved by the COUNTY representative within seven (7) days of receipt and paid within thirty (30) days of the COUNTY representative's approval. The COUNTY shall complete payments in accordance with Chapter 218, Part VII, Florida Statutes and adopted COUNTY policies and procedures. No payment shall be provided for work outside the Scope of Work of the approved task order unless the additional work has been authorized in advance by the COUNTY representative. In such cases, the COUNTY representative shall be responsible for preparation of a Task Change Order form or new Task Order form authorizing the additional work. "Out-of-pocket" expenses including, but not limited to, mailing charges, copying fees, telephone charges and miscellaneous supplies shall not be reimbursed under this Contract unless specifically authorized by a task order.

- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final contract invoice" 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 Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

E. Rates - Charges for services or expenses, including services and expenses of subcontractors, directly identifiable to a task order shall be calculated according to the fee schedule set forth in Exhibit "B" and as follows. Charges for services or expenses which are not included in the rate schedule shall be compensated at rates mutually acceptable to the COUNTY and the CONSULTANT, and shall be evidenced by an approved task order. In the event the COUNTY determines that such rates should become part of the rate schedule attached to this Contract, the COUNTY shall initiate a change order evidencing the rates mutually agreed to by both parties.

1. Direct Labor - Direct labor shall be calculated in accordance with the rates provided in Exhibit "B". Supporting documentation of base labor rates and hours/time spent on individual project tasks should be maintained by the CONSULTANT for audit purposes. Direct labor rates shall be the base labor rates (wages) multiplied by a gross multiplier of 2.92. Fringe benefits, overhead, indirect charges, general & administrative (G&A) costs, fees and profit are included in the gross multiplier. No additional fringe, indirect, overhead, G&A, fee or profit shall be charged.

Increases in the CONSULTANT's base labor rate(s) may be allowed on an annual basis starting one (1) year after Contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate increases shall not exceed three percent (3%) and may be allowed for documented increases in actual wages or salaries paid to the CONSULTANT's employees that are being utilized to provide the services required under the Contract. At a minimum, the CONSULTANT's documentation shall include an itemized listing of the names and actual salaries of the employees for each labor category and the basis for the proposed base labor rate at the time of submittal of the request. The listing shall be accompanied by a statement attesting to the accuracy of the information signed by an officer of the CONSULTANT. The CONSULTANT shall provide certified payroll registers if requested by the COUNTY. Individual employee salary documentation shall be used to determine the proposed base labor rates for each labor category included in the Contract. The COUNTY shall not consider a rate increase for categories lacking supporting salary documentation. Upon COUNTY review and approval, the COUNTY shall issue a letter signed by the Department of Environmental Resources Management Director or Deputy Director approving the new rates.

2. Subconsultants - All subconsultants' charges shall be supported by written quote and invoices. An administrative and supervisory fee of up to 5% may be applied to subconsultants that are not part of the CONSULTANT's team unless a fee for the service or commodity supplied by the subconsultants has been established and

is included in Exhibit "B". If a rate has been established, no administrative or supervisory fee shall be charged.

3. Travel – Except as provided below, preapproved travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract shall be paid in accordance with the conditions set forth in Section 112.061, Florida Statutes and the rates established in County Resolution No. R2006-0120, unless an exemption is specified under Section 125.0104, Florida Statutes, and only for travel to COUNTY-directed meetings outside of Palm Beach County. However, the rates of any travel, which is reimbursable to the COUNTY by a State of Florida agency, must be acceptable to that agency, in which case Florida Statutes' rates would apply. All travel expenses shall be authorized in advance by the COUNTY representative and evidenced by inclusion in an approved task order. Travel expenses shall not be authorized for routine travel to, from and on the job site in Palm Beach County.
4. Equipment - Equipment usage rental rates shall be charged in accordance with the rates contained in Exhibit "B". The rental rates charged for equipment usage shall be calculated in the most favorable terms (i.e., the sum of the daily rental rate for a five (5) day period shall not exceed the weekly rental rate; the sum of the weekly rental rate for a four (4) week period shall not exceed the monthly rental rate).
5. Other Expenses (Other Direct Costs) - e.g., materials, supplies, long distance phone calls, that are not included in overhead or general and administrative costs must be authorized by executed task order and shall be charged in accordance with the fee schedule provided in Exhibit "B". Other expenses/direct costs not included in Exhibit "B" shall be compensated at rates mutually agreeable to the CONSULTANT and the COUNTY.
6. Purchase of Equipment/Non-Expendable Supplies - Reimbursement for the purchase of equipment/non-expendable supplies is subject to prior written approval by the COUNTY. Such equipment/non-expendable supplies shall remain the property of the COUNTY and must be returned upon task or project completion.

ARTICLE 5 - GENERAL RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other services under this Contract. The CONSULTANT is responsible for all assigned and accepted tasks as well as liability for any damage suffered by the COUNTY as a result of non-performance to the extent described under Indemnification.

The CONSULTANT shall, without additional compensation, correct or revise any errors,

omissions or other deficiencies in its designs, drawings, specifications, reports and other services which exist at time of acceptance by the COUNTY. This provision is not intended to limit the payment of compensation for the finalization or completion of draft documents or work products if evidenced by an approved task order.

The CONSULTANT represents that its services and installations shall be performed, within the limits provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed.

ARTICLE 6 - GENERAL RESPONSIBILITIES OF THE COUNTY

The COUNTY shall designate in writing a person to act as the COUNTY's representative with respect to the services to be rendered under this Contract.

The COUNTY shall provide all criteria and full information as to COUNTY's requirement for assigned tasks.

The COUNTY shall make available pertinent information including reports, certified engineering drawings, certified survey drawings and data related to the projects worked on under this Contract.

The COUNTY shall assist the CONSULTANT in arranging access to public and private property as required for the CONSULTANT to perform the services under this Contract when the CONSULTANT has made a reasonable effort to acquire said access and has been unsuccessful.

The COUNTY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

The COUNTY shall provide legal, accounting and such auditing services as the COUNTY may require to verify CONSULTANT expenditures and rates charged under this Contract.

The COUNTY shall provide prompt notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT's services, or any defect or nonconformance in the work of the CONSULTANT.

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, multiplier, over-head charges and other 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 Article within three (3) years following final payment.

ARTICLE 8 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial 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. 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.

In the event of any termination under this contract, the CONSULTANT shall not be entitled to recover on, and hereby waives, any claim for lost profits or other economic or consequential damages.

ARTICLE 9 - PERSONNEL

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 contractual 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 must be made known to the

COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) shall comply with all COUNTY requirements governing conduct, safety and security while on COUNTY premises and project sites.

ARTICLE 10 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises (SBE) for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

The CONSULTANT shall not sublet, assign or transfer any work under this Contract without prior written consent of the COUNTY. The COUNTY may require documentation of receipt of multiple quotes as well as subcontractor documents.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. In accordance with the Small Business Ordinance as codified in the Palm Beach County Code Sections 2-80.21-2-80.34 and Section 287.055, Florida Statutes, the CONSULTANT agrees to the SBE and/or M/WBE participation for this Contract as specified below:

5 % SBE/Woman Participation
10 % SBE/White Male Participation

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 this Contract.

Exhibit "E" (Participation of SBE-M/WBE Prime/Subcontractors), which includes the names, addresses, scope of work, percentage value of the SBE and/or M/WBE participation, and Exhibit "F" (Letter(s) of Intent), which are signed by each of the listed SBE and/or M/WBE's agreeing to

perform the Contract at the percentage value listed, are attached hereto, incorporated herein, and represent the CONSULTANT's SBE and/or M/WBE team participation on this Contract.

The CONSULTANT understands that each SBE and M/WBE utilized on this Contract must be certified by the COUNTY and the State of Florida, respectively, in order to be counted toward fulfilling the agreed upon SBE and/or M/WBE participation requirement stated above.

The CONSULTANT understands that it is the responsibility of the COUNTY's Department of Environmental Resources Management and the Office of Small Business Assistance to monitor compliance with the SBE Ordinance and the Contract's SBE and/or M/WBE 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 in accordance with Article 4.C to the COUNTY.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's Contract with each SBE and/or M/WBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the Contract as it relates to the use of an SBE and/or M/WBE.

The CONSULTANT will only be permitted to replace a certified SBE and/or M/WBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with other certified SBE and/or M/WBE subcontractors in order to maintain the proposed SBE and/or M/WBE percentages established in this Contract. If the CONSULTANT cannot find a certified SBE and/or M/WBE to replace the originally proposed SBE and/or M/WBE, the CONSULTANT must establish that it has exercised good faith efforts in an attempt to do so. Request for substitutions must be submitted to the Department of Environmental Resources Management and to the Office of Small Business Assistance.

The CONSULTANT understands that s/he is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other proposers or potential proposers.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code, and this Article, and will allow the COUNTY to inspect such records.

By entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that, during the Contract and upon completion of the Contract, all subcontractors, subconsultants and suppliers will be paid for work and materials from previous progress payments received on a task order by the CONSULTANT within fifteen (15) days of Consultant's receipt of payment and prior to receipt of any further progress payments on that task order. During the Contract and upon completion of the Contract, the COUNTY may request documentation to

certify payment to subcontractors, sub-consultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, sub-consultant or supplier and the COUNTY or any liability on the COUNTY for the CONSULTANT's failure to make timely payment to the subcontractor, sub-consultant or supplier.

ARTICLE 11 - 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, nor is the CONSULTANT 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 employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 13 - INSURANCE

- A. 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. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident 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.

- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. 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 Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. 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. CONSULTANT shall provide this coverage on a primary basis. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.
- F. **Watercraft Liability** CONSULTANT shall provide Watercraft Liability, or equivalent Protection & Indemnity coverage, which shall have minimum limits of **\$500,000** per occurrence combined single limit for bodily injury and property damage. Coverage shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured.

This coverage requirement may also be satisfied via endorsement to the CONSULTANT'S Commercial General Liability policy with a "CG 24 12 Boats" endorsement or similar endorsement.

- G. **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.

- H. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents 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 to the policy, 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 specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- I. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY's representative as identified in Article 29, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages 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. The Certificate holder shall be "Palm Beach County, ATTN: ERM Director, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743," or his successor/current address.
- J. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for 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.
- K. **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.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless the County, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the

performance of the construction contract.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party 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 prior written consent of the other.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any 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, 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.

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, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 17- CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the 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 a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with

respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, force majeure, natural or public health emergencies, labor disputes, 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 the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this 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.

ARTICLE 19 - ARREARS

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or 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.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and 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.

To the extent allowed by Chapter 119, Florida Statutes, 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 court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for 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.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations 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 and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

ARTICLE 21 - 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 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, Contract or representation.

ARTICLE 22 - 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 any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

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 to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation

shall be in violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 24 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

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.

ARTICLE 25 - 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's representative upon request.

ARTICLE 26 - 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, the 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.

ARTICLE 27 - 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 sub-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 effective date of this Contract. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of 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, in writing: (1) provide a detailed 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 if the contemplated change shall effect 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 Scope of 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 initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivered or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Director
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

If sent to the CONSULTANT, notices shall be addressed to:

Thomas P. Pierro, P.E., D.C.E.
CB&I Environmental & Infrastructure, Inc.
2481 NW Boca Raton Blvd.
Boca Raton, FL 33431

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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 in accordance with Article 28 - Modifications of Work. However, the COUNTY reserves the right to modify the forms attached as Exhibits "C", "D", "G", "H" and "I" during the term of the Contract.

ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 32 – REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 33 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 34 - PUBLIC RECORDS

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

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

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

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

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 35 - EXHIBITS

The following exhibits are attached to and made a part of this Contract.

- Exhibit A: Scope of Work
- Exhibit B: Fee Schedule
- Exhibit C: Task Order Form
- Exhibit D: Task Change Order Form
- Exhibit E: Consultant Team (Letter of Interest, OSBA Schedule 1), Corporate Certificate(s), Licenses, Insurance and Consultant Affidavits
- Exhibit F: Letter of Intent To Perform as an SBE or M/WBE Subcontractor (OSBA Schedule 2)
- Exhibit G: Professional Service Activity Report
- Exhibit H: SBE-M/WBE Payment Certification (OSBA Schedule 4)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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 has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

WITNESS:

Tracie H. McCauley
Signature

Tracie H. McCauley
Name (type or print)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By _____
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS:**

By Robert Robbins
Robert Robbins, Director
Dept. of Environmental Resources Mgmt.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: _____
Mary Lou Berger, Mayor

CONSULTANT:

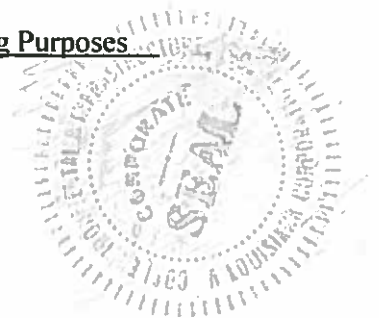
CB&I Environmental & Infrastructure, Inc.
Company Name

Thomas P. Pierro
Signature

Thomas P. Pierro, P.E., D.C.E.
Typed Name

V.P. for Licensing Purposes
Title

(corporate seal)



SCOPE OF WORK

EXHIBIT A

The CONSULTANT, when authorized in writing, may perform coastal and marine engineering services on a task order basis which may include any or all of the following described work elements:

A. General Coastal Engineering Services

1. Gather available data from existing reports to evaluate present conditions of coastal and marine features including beaches/dunes, inlets and coastal structures, sand traps/deposition basins, reefs, seagrass beds, wetlands, ocean, estuarine and freshwater lakes and prepare recommendations as necessary.
2. Perform field work where no data exists or where necessary in order to verify coastal, estuarine, freshwater lakes and marine and environmental conditions or facilities and make recommendations as necessary.
3. Monitor changes in coastal and marine features and make recommendations.
4. Prepare plans and specifications for marine as well as shore and dune protection projects, sand bypassing operations, and stormwater treatment facilities.
5. Recommend coastal construction type as the most feasible solution for a given shoreline segment.
6. Evaluate coastal and marine construction methods, designs, and performance.
7. Evaluate stormwater treatment alternatives and recommend most feasible options.
8. Estimate construction costs for a given shoreline segment or marine projects.
9. Develop and run computer models required to evaluate effects of a proposed project on beaches/dunes, navigation, inlets, water bodies or structures, including wave refraction studies, storm recession analysis, shoreline changes, sand transport, hydrodynamic and water quality models, and estuarine or marine environments.
10. Perform sediment evaluations including: beach sand compatibility studies which may include the collection, planning, and analysis of core boring and grab samples; evaluation of bottom type and extents; and characteristics of physical and chemical properties of sediments.
11. Provide technical expertise and/or prepare presentations as may be required to permit agencies, inlet districts, Palm Beach Countywide Coastal Council, Board of County Commissioners, and state and federal representatives and local governments.

Exhibit A
Scope of Work
Page 2

12. Serve as an expert witness.
13. Prepare permit, grant and funding applications.
14. Design coastal or marine structures such as docks, fishing piers, boat ramps, seawalls, jetties, bulkheads, groins, breakwaters and stormwater treatment structures for facilities.
15. Evaluate and design dredging projects such as navigation channels, boat basins, wetlands creation, sand traps and muck removal projects.
16. Engineering inspection and evaluation of beach conditions, coastal structures, marine facilities and stormwater structures.
17. Provide support services to County staff for preparation of permits, funding application, project design, and reports. Services could include design, drafting, CAD/GIS mapping and/or surveys.
18. Assist in the bidding/negotiation of construction contracts.
19. Provide construction supervision and administration services.

B. Specialized Coastal Engineering Services

1. Perform seismic studies, side scan sonar, or bathymetric studies.
2. Perform magnetometer studies and cultural resource evaluations.
3. Perform parking and access surveys.
4. Perform beach use surveys.
5. Conduct marine biological studies including reef surveys, seagrass surveys, fish counts, sea turtle nesting and reproductive success monitoring and analysis, and invertebrate and algae population assessments, and perform environmental impact analysis.
6. Develop local (inlet) and regional comprehensive sediment budgets.
7. Develop local and regional management plans.

Exhibit A
Scope of Work
Page 3

8. Perform GIS based data management and analysis
9. Determine the most effective design alternatives for projects located within a flood zone, including hydrographic engineering analysis and interpretation of local and federal flood zone management regulations.
10. Perform underwater video resource mapping surveys.
11. Conduct physical modeling studies.
12. Perform oceanographic and meteorological studies including the long-term deployment and maintenance of wind, wave, current and tide gauges.
13. Furnish the services of specialized consultants for other than normal coastal engineering services such as testing lab services, aerial photographic services, real estate appraisers, archaeologists, economists, geologists.

The CONSULTANT shall provide the results of all coastal and marine engineering services both graphically as signed and sealed reports, plans, etc. and in digital formats as word processing files, database files, spreadsheet files, ESRI shapefiles, ASCII x, y, z data files, ASCII/FDEP compatible data files or .DWG or .DXF drawing files on compact disk (CD) or DVD, as required by the COUNTY. All beach profiles and plan view contours shall be created as polylines in the development of CAD files. CAD data shall differentiate feature sets and text by placing them on separate layers with descriptive identifying names.

All boundaries shall be closed polygons. All adjacent polygon features shall have coincident boundaries with no gaps and no overlapping boundaries. Undershoots and overshoots shall be avoided while digitizing and cleaned up after completion, if necessary. Polygon, point and line features shall be kept in separate feature classes. Text shall be maintained as an attribute of the shape feature.

Unless specifically stated in a task order, all horizontal coordinates shall be in Florida State Plane Coordinates, East Zone, North American Datum (NAD) 1983 with the 1990 adjustment, and all vertical data shall be referenced to the North American Vertical Datum (NAVD) of 1988. Units of measure shall be US feet.

EXHIBIT B

FEE SCHEDULE
PALM BEACH COUNTY
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
2016 RATES

I. PERSONNEL CLASSIFICATION

<u>Labor Category</u>	<u>Hourly Base Labor Rate</u>	<u>Hourly Contract Billing Rate</u>
Principal Engineer	\$90.77	\$265.05
Senior Project Manager	\$83.80	\$244.70
Senior Coastal Engineer	\$57.70	\$168.48
Program Manager	\$57.40	\$167.61
Senior CAD Operator	\$55.84	\$163.05
Project Manager	\$46.47	\$135.69
Coastal Engineer III	\$46.47	\$135.69
Professional Surveyor & Mapper	\$46.16	\$134.79
Senior Marine Biologist	\$43.46	\$126.90
Geologist III	\$43.43	\$126.82
Hydrographer	\$43.00	\$125.56
Coastal Engineer II	\$37.60	\$109.79
Professional Geologist	\$36.94	\$107.86
Coastal Modeler	\$34.64	\$101.15
GIS Operator	\$34.32	\$100.21
CAD Operator	\$32.69	\$95.45
Coastal Engineer I	\$28.76	\$83.98
Surveyor	\$26.58	\$77.61
Marine Biologist	\$26.28	\$76.74
Bookkeeper	\$26.16	\$76.39
Geologist II	\$25.32	\$73.93
Clerical	\$21.61	\$63.10
Boat Captain	\$21.43	\$62.58
Survey Technician	\$18.90	\$55.19
Geologist I	\$20.24	\$59.10

FEE SCHEDULE (CONTINUED)
PALM BEACH COUNTY
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
2016 RATES

II. EQUIPMENT	<u>Rate</u>
Truck (2WD road use)	No Charge
Truck (4WD beach use)	110.00/day
Survey Boat (28 ft. Parker)	850.00/day
Survey Boat (24 ft. Privateer)	790.00/day
Survey Sea Sled	310.00/day
All Terrain Vehicle	105.00/day
Enclosed 18" Trailer	78.00/day
Trimble RTK GPS	495.00/day
Trimble Differential GPS	415.00/day
Leitz Total Station w/Data Collector	130.00/day
Hand Laser Range Finder	15.00/day
Range Azimuth System	310.00/day
Odom Hydrotrack Sounder	165.00/day
Heave, Pitch, Roll Compensator	215.00/day
Odom ES3PT Multibeam	600.00/day
Speed of Sound Velocity Meter	63.00/day
Hypack/DredgePack Navigation System	260.00/day
Hypack/Hysweep	260.00/day
Nortek AWAC ADCP high frequency deepwater wave height, direction and current profiler	5,000.00/month *
Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler	2,900.00/month *
Nortek Storm Software for wave and current data processing	50.00/day
Primer statistical package	\$200/project
X-STAR CHIRP 512i Seismic Profiling System	1,150.00/day
Seismic Profiler Thermal Printer	130.00/day
Sonar Wizard Map Seismic Data Processing Package	155.00/day
Edgetech 4200 FS Sidescan Sonar System	695.00/day
Sonar Wizard Map Sidescan Data Processing Package	155.00/day
Geometric G-881 Magnetometer	215.00/day
Schonstedt GA-52B Magnetic Locator	30.00/day
Jet Probe with Pump	55.00/day
Underwater Tide Gauge	75.00/day
Nikon Level/Tripod/Rod	65.00/day
PC PowerPoint Projector	50.00/day
Lietz Handheld Level	10.00/day
Optical Reading Compass	10.00/day
Garmin Handheld GPS	10.00/day
Turbidimeter	38.00/day
SCUBA Tanks (Nitrox)	19.00/day

FEE SCHEDULE (CONTINUED)
PALM BEACH COUNTY
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
2016 RATES

Digital Camera	No Charge
Underwater Camera	32.00/day
Underwater Camera W/Strobes.....	75.00/day
Underwater Seadrop Integrated Camera.....	30.00/day
Underwater Video Camera.....	115.00/day
GPS Integrated Underwater Video Camera	435.00/day
Underwater Scooter.....	50.00/day
Sieve Analysis.....	75.00/sample
Carbonate Analysis	65.00/sample
Monuments	28.00/each
Survey Disk.....	15.00/each
Dry Suit	15.00/day
Ponar Sampler.....	30.00/day
Microscopes	No Charge
Mobile Telephone	No Charge
Penetrometer	55.00/day
Generator.....	60.00/day

* ADCP monthly cost may be pro-rated for shorter periods of use

III. SCUBA DIVING SERVICES Rate

Equipment & Insurance	\$75/diver/day **
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** Charge in addition to normal hourly rates for personnel listed in Section I.

IV. NUMERICAL MODELS Rate

ADCIRC Tidal Circulation Model	\$1,000/project
BOUSS 2D WAVE - Wave Refraction/Diffraction Model.....	\$1,000/project
MIKE21- NSW Spectral Wave Transformation Model	\$2,000/project
MIKE21- HD 2D Current Simulation Model.....	\$2,000/project
MIKE21- ST 2D Sediment Transport Model.....	\$2,000/project
DELFT 3D WAVE - SWAN Wave Refraction/Diffraction Model.....	\$1,000/project
DELFT 3D FLOW - 2D Hydrodynamic Model	\$2,200/project
DELFT 3D MORPHO - Morphodynamic Model.....	\$3,000/project
DELFT 3D WAQ – Water Quality Model	\$2,000/project

V. REPRODUCTIONS Rates

Photocopies – Black & White	
8 ½” x 11” and 8 ½” x 14”.....	\$0.10/page

FEE SCHEDULE (CONTINUED)
PALM BEACH COUNTY
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
2016 RATES

11" x 17"	\$0.15/page
Heavy Bond	\$0.30/page
Cover Stock	\$0.50/page

Photocopies – Color

8 ½" x 11" and 8 ½" x 14"	\$0.50/page
11" x 17"	\$0.75/page
Heavy Bond	\$1.00/page
Cover Stock	\$1.00/page

CAD Plotter Copies

24" x 36"	\$3.00/each
-----------------	-------------

VI. NON-CONTRACT SUB-CONSULTANTS (management fee)..... Per Contract

VII. DIRECT COSTS (handling fee)..... Per Contract

TASK ORDER

EXHIBIT C

TASK ORDER: _____ CONSULTANT: _____

ACCOUNT: _____ CONTRACT: _____

[Fiscal approval of Budget Availability: _____]

PROJECT MANAGER: _____ PHONE: _____

CONTRACT MANAGER: _____ PHONE: _____

PROJECT NAME: _____

LOCATION/DISTRICT #: _____

TASK DESCRIPTION (use additional pages if necessary): _____

DELIVERABLES: _____

TASK ORDER TYPE: FIXED PRICE DUE DATE: _____

TOTAL AMOUNT \$ _____ See attached spreadsheet dated _____

(Check where appropriate)
for Contract and Subcontract Amounts:

	Black	Hispanic	Women	Other (specify)	White Male
M/WBE(State) <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	
SBE-M/WBE* <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	
SBE <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*certified as both an SBE and a State M/WBE

TOTAL SBE-M/WBE PARTICIPATION: \$ _____

CONSULTANT REP: _____ DATE: _____

ERM DIRECTOR: _____ DATE: _____

CON. REVIEW COMMITTEE OR BCC: _____ DATE: _____

cc: Irwin Jacobowitz, Director
Contract Development and Control

TASK CHANGE ORDER

EXHIBIT D

CHANGE ORDER: _____ CONSULTANT: _____

ACCOUNT: _____ CONTRACT: _____
[Fiscal approval of Budget Availability: _____]

PROJECT MANAGER: _____ PHONE: _____

CONTRACT MANAGER: _____ PHONE: _____

PROJECT NAME: _____

LOCATION/DISTRICT #: _____

DESCRIPTION OF CHANGE: _____

Task Change Order Type: Fixed Price Original Task Amount \$ _____

Change Order Amount* \$ _____ Net increase/(decrease) \$ _____

*See attached spreadsheet dated:

Total task amount w/changes: \$ _____

(Check where appropriate)
for Contract and Subcontract Amounts:

	Black	Hispanic	Women	Other (specify)	White Male
M/WBE(State) <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	
SBE-M/WBE* <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	
SBE <input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

*certified as both an SBE and a State M/WBE

SUBTOTAL M/WBE-SBE participation amount for this Change Order: \$ _____

TOTAL M/WBE-SBE participation amount on Task Order with changes: \$ _____

SIGNATURE OF THE CONSULTANT INDICATES AGREEMENT THAT THIS CHANGE ORDER INCLUDES ALL APPROPRIATE ADJUSTMENTS TO THE CONTRACT SUM AND CONTRACT TIME, AND CONSULTANT WAIVES ALL ADDITIONAL CLAIMS FOR COST OR TIME RELATED TO THIS CHANGE.

CONSULTANT REP: _____ DATE: _____

ERM DIRECTOR: _____ DATE: _____

CON. REVIEW COMMITTEE OR BCC: _____ DATE: _____

cc: Irwin Jacobowitz, Director
Contract Development and Control

EXHIBIT E



**CONSULTANT TEAM (LETTER OF INTERST, OSBA SCHEDULE 1), CORPORATE
CERTIFICATE, LICENSES, INSURANCE AND CONSULTANT AFFIDAVITS (18
pages)**



- **CAD/GIS** - Our GIS specialists integrate all disciplines for comprehensive data analysis, retention and retrieval. That means that all survey data, biological monitoring/characterization data, hardbottom maps, offshore sand resource maps and project drawings are stored in a single platform and preserved for future use. The platform facilitates our CAD specialist's development of permit drawings in conjunction with the permitting process and the generation of construction plans necessary for the County's bid solicitations. The platform can then be integrated with the County's existing GIS infrastructure.

CB&I's response is respectfully submitted subject to mutually acceptable contract terms and conditions, and we are excited about the prospect of working with the County on this new contract and continuing our working relationship with your staff. It is our intent to deliver a level of service that reduces the load on your staff and provide analysis and reports that synthesize coastal processes to enable decisions by the County that perpetuate what is one of the most environmentally responsible coastal programs in the nation.

As one of the first coastal engineering firms in South Florida, we have cultivated good relationships with many small business enterprises in our field. CB&I (operating as CB&I Coastal Planning & Engineering, Inc.) provided professional services for coastal and marine engineering under the same contract issued by the County in 2013. Under the previous contract, we fulfilled the County's requirements for small business participation by subcontracting over 40% of the work awarded to CB&I. The following table summarizes our team's "fees considered" with County since 2013 and our proposed team's participation for the upcoming contract.

Prime/Sub-Consultant	C/SBE, C/MBE Type or C	Service Provided (Category #)	Participation (For this Project)	Fee Considered Total \$*
CB&I Environmental & Infrastructure, Inc. (Prime)	C	11.01; 11.02	80%	\$107,483.00
D.B. Ecological Services, Inc.	S/WBE	Environmental Monitoring	5%	\$471,216.25
Sea Diversified, Inc.	C/SBE	Hydrographic Surveying	5%	\$154,720.00
American Vibracore Services, Inc.	C	Vibracore Drilling	5%	\$76,931.25
Nutting Engineers of Florida, Inc.	C/SBE	Granularmetric Reporting	5%	\$42,663.75
TOTAL PARTICIPATION FOR THE TEAM			100%	
Signature Required , confirming that above information matches information on attached forms   <u>5/17/2016</u> Print Sign				

*The Fee Considered Total \$ reflects the total prior work awarded to the firm by the firm with P.B.C., and is derived from the total in Section E of the Questionnaire. C = CCNA Certified but Non SBE/MBE firm. C/SBE = Certified CCNA/Certified SBE firm. C/XX = Certified CCNA/Certified Minority type firm.

Sincerely,

Thomas P. Pierro, P.E., D.CE
 Director of Operations
 CB&I Environmental & Infrastructure, Inc.

RECEIVED
 MAY 17 2016

ENVIRONMENTAL RESOURCES MANAGEMENT

**SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PARTICIPATION**

PROJECT NAME: Coastal & Marine Engineering Annual Services

PROJECT NO. OR BID NO: _____

NAME OF PRIME BIDDER: CB&I Environmental & Infrastructure, Inc.

ADDRESS: 2481 NW Boca Raton Blvd. Boca Raton, FL 33431

CONTACT PERSON: Thomas Pierro

PHONE NO.: 561-391-8102 FAX NO.: 561-391-9116

BID OPENING DATE: April 29, 2016

USER DEPARTMENT: Environmental Resources Management

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE's ON THIS PROJECT. **IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR 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 WORKFORCE.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK					
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. D.B. Ecological Services, Inc.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	5%	_____	_____	
2. Sea Diversified, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	5%	_____	
3. Nutting Engineers of Florida, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	5%	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)			Total	_____	_____	5%	10%	_____

Total Work Order Price \$ TBD

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work 15%

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


Signature

Director of Operations
Title

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

Revised 7/2/2013

33

**CERTIFICATE
(Corporation)**

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of CBEI Environmental & Infrastructure, Inc, a corporation organized and existing in good standing under the laws of the State of Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporate as the 22nd day of August, 2014, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Thomas P. Pierro, the Vice President ^{for Licensing Purposes} of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 22nd day of August, 2014.



Edward J. Everitt
(Signature)

Edward J. Everitt, Secretary
(Print Signatory's name & title)

SWORN TO AND SUBSCRIBED before me this 22nd day of August, 2014, by the Secretary of the aforesaid Corporation, who is personally known to me ~~OR who produced~~ as identification and who did take an oath.

Grace N. Frantz
(Notary Signature)



GRACE N. FRANTZ (Notary Signature)
Notary Public
Notary ID No. 80498
East Baton Rouge Parish, Louisiana
(Print Notary's Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:
At Death

CC-1
34



State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

CB&I Environmental & Infrastructure, Inc.
4171 ESSEN LANE
BATON ROUGE, LA 70809

Each licensee is solely responsible for notifying the Florida Board of Professional Engineers in writing the licensee's current address.

Name changes require legal documentation showing name change. An original, a certified copy, or a duplicate of an original or certified copy of a document which shows the legal name change will be accepted unless there is a question about the authenticity of the document raised on its face, or because the genuineness of the document is uncertain, or because of another matter related to the application.

At least 90 days prior to the expiration date shown on this license, a notice of renewal will be sent to your last known address. If you have not yet received your notice 60 days prior to the expiration date, please call (850) 521-0500, or write, Florida Board of Professional Engineers, 2639 North Monroe Street, Suite B-112, Tallahassee, FL 32303-5268 or e-mail: board@fbpe.org. Our website address is <http://www.fbpe.org>.

State of Florida

Board of Professional Engineers

Attests that

CB&I Environmental & Infrastructure, Inc.



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

is authorized under the provisions of Section 471.02, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017

Audit No: 228201703723

CA Lic. No:

9317



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF PROFESSIONAL GEOLOGISTS
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

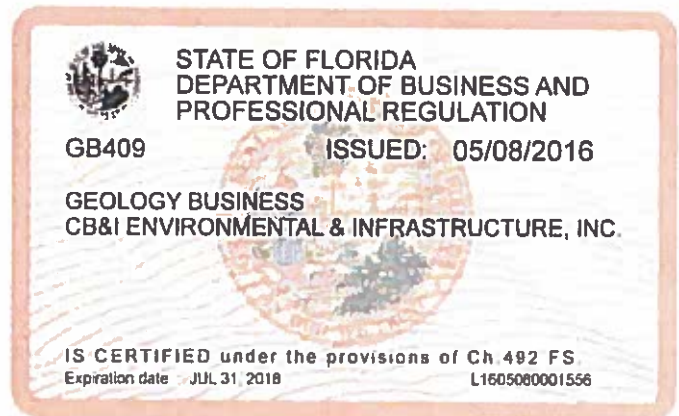
(850) 487-1395

**CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
4171 ESSEN LANE
ATTN: EMILY HOLEVA
BATON ROUGE LA 70809**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

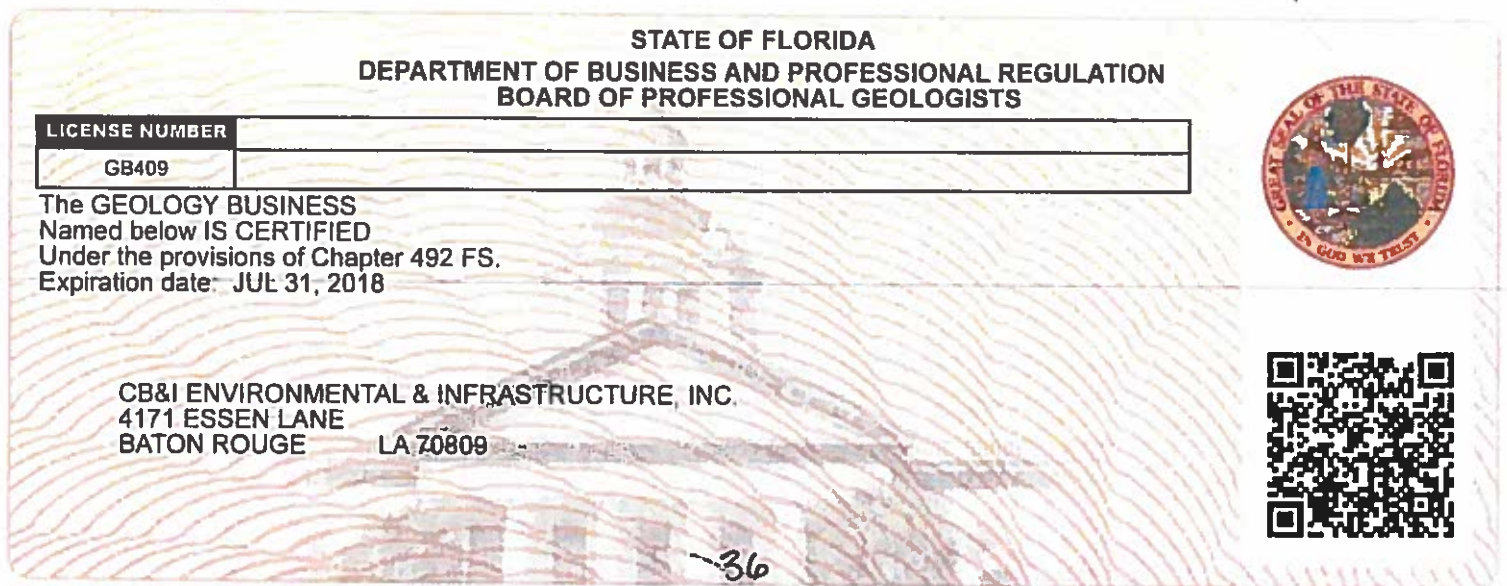
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY





Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500
 800HELPFLA(435-7352) or (850) 488-2221

April 24, 2015

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
 4171 ESSEN LN
 BATON ROUGE, LA 70809-2157

SUBJECT: Professional Surveyor and Mapper Business Certificate - LB8051

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2017.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB8051**
 Expiration Date February 28, 2017

Professional Surveyor and Mapper Business License
 Under the provisions of Chapter 472, Florida Statutes

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
 4171 ESSEN LN
 BATON ROUGE, LA 70809-2157

ADAM H. PUTNAM
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

2481 Northwest BOCA RATON
 BLVD
 BOCA RATON, FL 33431

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56 0016 ENGINEER BUSINESS	CB AND I ENVIRONMENTAL AND	9317	U16.659630 - 08/18/16	\$189.00	B40193342

This document is valid only when received by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2016094059
 EXPIRES: SEPTEMBER 30, 2017**

CB AND I ENVIRONMENTAL AND INFRASTRUCTURE INC
 CB AND I ENVIRONMENTAL AND INFRASTRUCTURE INC
 2481 NW BOCA RATON BLVD
 BOCA RATON, FL 33431



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

Serving you.

****LOCATED AT****

2481 Northwest BOCA RATON
 BLVD
 BOCA RATON, FL 33431

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0097 GEOLOGY BUSINESS	CB AND I ENVIRONMENTAL AND	GB409	U16 659602 08/18/16	\$189.00	B40183337

This document is valid only when received by the Tax Collector's Office.

CB AND I ENVIRONMENTAL AND INFRASTRUCTURE INC
 CB AND I ENVIRONMENTAL AND INFRASTRUCTURE INC
 2481 NW BOCA RATON BLVD
 BOCA RATON, FL 33431



**STATE OF FLORIDA
 PALM BEACH COUNTY
 2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2016094052
 EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

2481 Northwest BOCA RATON
 BLVD
 BOCA RATON, FL 33431

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0090 LAND SURVEYOR & MAPPER BUSINESS	CB AND I ENVIRONMENTAL AND	LB8051	U16 659602 - 08/18/16	\$189.00	640193338

This document is valid only when receipted by the Tax Collector's Office.

CB AND I ENVIRONMENTAL AND INFRASTRUCTURE INC
 CB AND I ENVIRONMENTAL AND INFRASTRUCTURE INC
 2481 NW BOCA RATON BLVD
 BOCA RATON, FL 33431



STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2016094056
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2017

8/9/2016

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

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

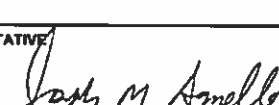
PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No., Ext): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Company	36940	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Indian Harbor Insurance Company	36940													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1307216 CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. A SUBSIDIARY OF CHICAGO BRIDGE & IRON CO. 2103 RESEARCH FOREST DRIVE THE WOODLANDS TX 77380														

COVERAGES CERTIFICATE NUMBER: 14209362 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 GENL 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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	CEO7446942	7/1/2016	7/1/2017	\$1,000,000 PER CLAIM & \$1,000,000 IN THE ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 COASTAL AND MARINE ENGINEERING ANNUAL PROFESSIONAL SERVICES ON A TASK ORDER BASIS. RETROACTIVE DATE: FULL PRIOR ACTS ON A CLAIMS MADE BASIS.

CERTIFICATE HOLDER 14209362 PALM BEACH COUNTY ATTN: ERM DIRECTOR 2300 NORTH JOG ROAD 4TH FLOOR WEST PALM BEACH FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)
8/16/2016

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

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


PRODUCER 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:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Insurance Company		23043
INSURER B: Greenwich Insurance Company		22322
INSURER C: XL Specialty Insurance Company		37885
INSURER D: Navigators Insurance Company		42307
INSURER E:		
INSURER F:		

INSURED
1365089 CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. A SUBSIDIARY OF CHICAGO BRIDGE & IRON CO. 2103 RESEARCH FOREST DRIVE THE WOODLANDS TX 77380

COVERAGES **CERTIFICATE NUMBER: 14209357** **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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BROAD FORM PD <input checked="" type="checkbox"/> CONT LIAB & XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	CGD7409489	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAD7409490	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ 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 \$
C C 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	N/A	CWD7409487 (AOS) CWR7409488 INCLUDES STOP GAP	7/1/2016 7/1/2016 7/1/2016	7/1/2017 7/1/2017 7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A D	MARINE HULL PROTECTION & INDEMNITY	N	N	UM00051340MA16A 3CABBXH001 NY16LLA95759601	7/1/2016 7/1/2016 7/1/2016	7/1/2017 7/1/2017 7/1/2017	\$1,000,000 PER OCC/\$2,000,000 AGG 5M/5M XS PRIMARY

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. COASTAL AND MARINE ENGINEERING ANNUAL PROFESSIONAL SERVICES ON A TASK ORDER BASIS PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, AND EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSUREDS PER THE ATTACHED ENDORSEMENT, AND THIS COVERAGE IS PRIMARY AND NONCONTRIBUTORY, WHERE REQUIRED BY WRITTEN CONTRACT A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF THE ADDITIONAL INSUREDS WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWABLE BY LAW. USL&H COVERAGE UNDER WORKER'S COMP POLICY

CERTIFICATE HOLDER	CANCELLATION See Attachment
14209357 PALM BEACH COUNTY ATTN: ERM DIRECTOR 2300 NORTH JOG ROAD 4TH FLOOR WEST PALM BEACH FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

ADDITIONAL INSURED - AUTOMATIC - OWNERS, LESSEES OR CONTRACTORS

<u>POLICY NO.</u>	<u>EFF DATE OF POL.</u>	<u>EXP. DATE OF POL.</u>	<u>EFF. DATE OF END.</u>
CGD7409489	7/1/2016	7/1/2017	7/1/2016

THIS ENDORSEMENT CHANGES CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II - Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

However, if you have entered into a construction contract or construction agreement with an additional insured person or organization, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

CERTIFICATION STATEMENTS

PROJECT: On a Task Order Basis
PROJECT NO.: Coastal and Marine Engineering Annual Services
CONSULTANT: CB&I Environmental & Infrastructure, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Contract, the CONSULTANT certifies that the wage rates and costs used to determine the lump sum fees contained herein are accurate, complete and current as of the date of this Contract.

The said lump sum fees shall be adjusted to exclude any significant sums should the COUNTY determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The COUNTY shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

By entering into this Contract, the CONSULTANT warrants that they have 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 they have 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 of making of this contract.

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

SCRUTINIZED COMPANIES CERTIFICATION

CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities In The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

 8/5/2016

Thomas P. Pierro, P.E., D.C.E., Director of Operations Date

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Coastal and Marine Engineering Annual Services
Project No.: On a Task Order Basis

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

N/A

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by Thomas Pierro, as

(Name of Individual)

Director of Operations, of CB&I Environmental & Infrastructure, Inc.

(Title/Position)

(Firm Name of CONSULTANT/ANNUAL CONSULTANT)

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


(Signature)

04/28/16

(Date)

NON-DISCRIMINATION POLICY

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All proposers doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a proposer does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such proposer shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

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

OR

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

OR

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

NOTE:

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

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

PROPOSER:

Company Name: CB&I Environmental & Infrastructure, Inc.

Signature: 

Name (type or print): Thomas Pierro, P.E., D.CE

Title: Director of Operations



EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION POLICY STATEMENT

We hereby pledge our full support to CB&I Environmental & Infrastructure, Inc. (CB&I) non-discrimination and equal opportunity in employment. CB&I will recruit, hire, train, and promote persons in all job titles without regard to race, creed, color, age, disability, religion, sexual orientation, marital and/or veteran status, genetic information, pregnancy, gender identity or expression, national origin, ancestry, sex, or citizenship status, unless the government imposes such a requirement as a condition of employment. We will ensure that hiring and promotion decisions are in accordance with equal employment opportunity principles by imposing only requirements that are job-related or do not have an adverse impact, and that other employment decisions further the principle of equal employment opportunity. CB&I will ensure that all personnel actions such as compensation, benefits, company-sponsored training, education, tuition assistance, transfer, demotion, termination, layoff, return from layoff, and social and recreational programs will be administered fairly without discrimination against the aforementioned protected classes. Equal opportunity can only be achieved through demonstrated leadership and implementation of a viable Affirmative Action Program. Our Affirmative Action Program sets forth specific affirmative action and equal employment opportunity responsibilities of managers, supervisors, and all employees. It is incumbent that employees not discriminate against the aforementioned protected classes in any policy, practice or procedure.

CB&I will not discriminate on the basis of race, creed, color, age, disability, religion, sexual orientation, marital and/or veteran status, genetic information, pregnancy, gender identity or expression, national origin, ancestry, sex, or citizenship status when hiring for work to be performed outside of the United States or for foreign governments or companies within the United States unless the government imposes such a requirement as a condition of employment. Should we be unable to acquire a visa of entry for any employee or potential employee to a country in which or with which we may be doing business, and which refusal we believe is due to discrimination against the aforementioned protected classes, we will immediately notify the Department of State and the Director of the Office of Federal Contract Compliance Programs.

All employees are expected to make every reasonable effort to uphold their Affirmative Action Program responsibilities in spirit, as well as in letter, to ensure that equal opportunity is available to all. We further expect all employees to demonstrate sensitivity to and respect for all other employees and to demonstrate commitment to the company's equal employment opportunity and affirmative action objectives.

If you are interested in reviewing this facility's Affirmative Action Program or if you have specific questions regarding the objectives or other parts of this program, call the HR Service Desk at 1-866-760-7429.

A handwritten signature in blue ink, appearing to read 'Tom P.', written over a horizontal line.

Thomas P. Pierro, P.E., D.CE.
Director of Operations, CB&I Environmental & Infrastructure, Inc.

8/23/2016
Date



**CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
AFFIRMATIVE ACTION PROGRAM
INVITATION TO INDIVIDUALS WITH DISABILITIES, DISABLED VETERANS,
RECENTLY SEPARATED VETERANS, OTHER PROTECTED VETERANS, AND
ARMED FORCES SERVICE MEDAL VETERANS**

CB&I Environmental & Infrastructure, Inc. (CB&I) complies with Section 503 of the Rehabilitation Act of 1973, as amended, which requires affirmative action to employ and advance in employment qualified individuals with disabilities. We also comply with Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, which requires affirmative action to employ and advance in employment qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans. If you have a disability or are a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran and would like to be considered under our Affirmative Action Program, please tell us. You may inform us of your desire to benefit under the program at this time and/or at any time in the future. Submission of this information is voluntary and your refusal to provide it will not subject you to any adverse treatment. The information provided will be used only in ways that are not inconsistent with section 503 of the Rehabilitation Act and/or Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended. The information you submit about your disability or status as a disabled veteran will be kept confidential, except that: (i) supervisors and managers may be informed regarding necessary accommodations; (ii) first aid personnel may be informed, when and to the extent appropriate, if your condition might require emergency treatment; and (iii) Government officials engaged in enforcing laws administered by OFCCP or the Americans with Disabilities Act, may be informed. If you are a disabled veteran or an individual with a disability, we would like to include you under our Affirmative Action Program. It would assist us if you would tell us about (1) any special methods, skills and procedures which qualify you for positions which you might not otherwise be able to do because of your disability so that you will be considered for any positions of that kind, and (2) accommodations which we could make which would enable you to perform the job properly and safely, including special equipment, changes in the physical layout of the job, elimination of certain duties relating to the job, provision of personal assistance services, or other accommodations. The information will assist us in placing you in an appropriate position and in making accommodations for your disability. Any employee or applicant may request to review our Affirmative Action Program during business hours in the Human Resources Department.

If you are an individual with a disability, a disabled veteran, a recently separated veteran, an Armed Forces service medal veteran or other protected veteran you should know that, whether an employee or applicant for employment, you are protected from coercion, intimidation, interference, or discrimination for filing any complaint or assisting in any investigation under the Rehabilitation Act of 1973, as amended, or the Vietnam Era Veterans Readjustment and Assistance Act.

If you have any questions, please contact the HR Service Desk at 1-866-760-7429 or email HRQuestions@cbi.com

A handwritten signature in blue ink, appearing to read "Tom P.", is written over a horizontal line.

Thomas P. Pierro, P.E., D.CE.

Director of Operations, CB&I Environmental & Infrastructure, Inc.

A handwritten date "8/23/2016" in blue ink is written over a horizontal line.

Date

LETTER OF INTENT
OSBA Schedule 2 and Certificates (6 Pages)

EXHIBIT F

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NAME: Coastal & Marine Engineering Annual Services

TO: CB&I Environmental and Infrastructure, Inc.
(Name of Prime Bidder)

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

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: 4/8/15

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	<u>Environmental Monitoring</u>			<u>5%</u>

at the following price or percentage 5%
(SBE Prime or Subcontractor's Quote)

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

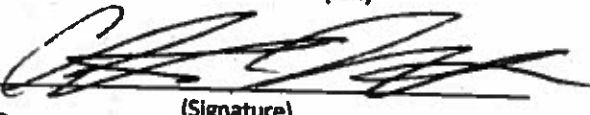
If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage N/A N/A
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

D.B. Ecological Services, Inc.
Print name of
SBE-M/WBE Company

By: 
(Signature)

Christine Pearce / President
Print name/title of person executing on behalf
of SBE-M/WBE

Date: 8/15/16

**Palm Beach County
Office of Small Business Assistance**

Certifies That

D.B. Ecological Services, Inc.

VENDOR # DBEC0001

is a Small/Woman Business Enterprise as prescribed by Section 2-80.21– 2-80.35 of the Palm Beach County Code for a three year period from April 8, 2015 to April 7, 2018

The following Services and/or Products are covered under this certification:

**Environmental Consulting Services
Environmental Permitting Services
Wetland Delineations (including assessments)**


52

Palm Beach County Board of County Commissioners

Shelley Vana, Mayor
Mary Lou Berger, Vice Mayor
Val R. Valeche
Paulette Burdick
Steven L. Abrams
Melissa Mc Kinlay
Priscilla A. Taylor

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker




Allen Gray, Manager
April 8, 2015

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by **ALL** SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NAME: Coastal & Marine Engineering Annual Services

TO: CB&I Environmental and Infrastructure, Inc.
(Name of Prime Bidder)

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

Small Business Enterprise Minority Business Enterprise _____

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

Date of Palm Beach County Certification: Sept. 30, 2014 - Sept. 29, 2017

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	<u>Geotechnical services</u>			<u>5%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage 5%
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Nutting Engineers of Florida, Inc.
Print name of
SBE-M/WBE Company

By: Richard Wohlfarth
(Signature)

Richard Wohlfarth, PE, Principal/VP/Dir. of Engineering
Print name/title of person executing on behalf
of SBE-M/WBE

**Palm Beach County
Office of Small Business Assistance**

Certifies That

Nutting Engineers of Florida, Inc.

Vendor # VC0000131219

is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from September 30, 2014 to September 29, 2017

The following Services and/or Products are covered under this certification:

**Engineer Services, Professional
Environmental Consulting
Geotechnical Engineering
Inspecting, Structural/Engineering
Quality Control Testing Services for Construction**

Palm Beach County Board of County Commissioners

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor
Hal R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker



Allen F. Gray, Manager

09/23/2014



**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by **ALL** SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NAME: Coastal & Marine Engineering Annual Services

TO: CB&I Environmental and Infrastructure, Inc.
(Name of Prime Bidder)

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

Small Business Enterprise Minority Business Enterprise _____

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

Date of Palm Beach County Certification: July 29, 2016 to July 28, 2019

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	<u>Hydrographic Surveying</u>			<u>5%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage 5%
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Sea Diversified, Inc.
Print name of
SBE-M/WBE Company

By: 
(Signature)

William T. Sadler, PRESIDENT
Print name/title of person executing on behalf
of SBE-M/WBE

**Palm Beach County
Office of Small Business Assistance**

Certifies That

**Sea Diversified, Inc.
Vendor # VC0000010134**

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from July 29, 2016 to July 28, 2019*

The following Services and/or Products are covered under this certification:

**Mapping Services (including cartography and surveying services, not aerial)
Mapping Services, Digitized Cartography
Surveyor Services, Land
Engineer Services, Professional**

Palm Beach County Board of County Commissioners

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

**County Administrator
Verdenia Baker**



Allen F. Gray, Manager

June 29, 2016

PROFESSIONAL SERVICE ACTIVITY REPORT EXHIBIT G

Invoice # _____ Reporting Period: _____ to _____
Prime Consultant: _____
Address: _____
City/State: _____ Zip: _____
Contact Person: _____ Phone: _____
Contract Name: _____
Contract Term: _____ Task Order: _____ Task Amount: \$ _____
Service: ___ Architectural ___ Engineering ___ Planning ___ Surveying ___ Other (*specify*)
Total Percentage performed by the Prime's Firm: _____% SBE-M/WBE Firm: _____%
Total number of Sub-Consultants: _____ Total number of SBE-M/WBE Subs: _____
Have Sub-Consultant(s) completed work with its own workforce for this app? ___ Yes ___ No
Note: If Yes, complete below:

SUB-CONSULTANTS

1. Firm's name: _____
Address/Tel: _____
Estimated start date: _____ Subcontract amount: _____
Scope of work: _____
Percentage completed: _____ Amount paid to date: _____

2. Firm's name: _____
Address/Tel: _____
Estimated start date: _____ Subcontract amount: _____
Scope of work: _____
Percentage completed: _____ Amount paid to date: _____

3. Firm's name: _____
Address/Tel: _____
Estimated start date: _____ Subcontract amount: _____
Scope of work: _____
Percentage completed: _____ Amount paid to date: _____

4. Firm's name: _____
Address/Tel: _____
Estimated start date: _____ Subcontract amount: _____
Scope of work: _____
Percentage completed: _____ Amount paid to date: _____

I certify that the above is true to the best of my knowledge.

Signature/Title

Date

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

EXHIBIT H

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____

On MM - DD - YYYY from _____
(Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____