

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	July 11, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

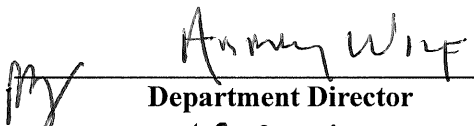

Motion and Title: Staff recommends motion to receive and file: An Entry Agreement with AMEC Foster Wheeler Environment & Infrastructure, Inc. dated March 17, 2017, for 650 Okeechobee Boulevard (contains the former 746 Okeechobee Boulevard), West Palm Beach, FL, FDEP Facility ID: 50-8513818.

Summary: Resolution (R-2015-1613) established a new standard form Agreement for use with the Florida Department of Environmental Protection (FDEP) and its contractors to assess, remove, monitor and remediate contamination on County-owned property. The Site Access Agreement is FDEP’s standard form, and is required for FDEP to solicit a contractor, who will actually complete the remediation activities. The County enters into a separate Entry Agreement with each contractor before the contractor commences work. Both Agreements are provided without cost to FDEP or its contractors, and the remediation work would be completed at no cost to the County. In accordance with County PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating department as a Receive and File agenda item. The attached standard Site Access Agreement was fully executed on March 8, 2016 on behalf of the Board of County Commissioners. **(FDO Admin) Countywide (LDC)**

Background & Justification: FDEP maintains a program to assess, remove, monitor and remediate contamination on properties eligible under the state-funded Petroleum Restoration Program. FDEP requires completion of its standard form, which the County Attorney’s Office has approved for use in these transactions. FDEP selects a contractor through its solicitation process following execution of the Site Access Agreement with a property owner, and FDEP allows a separate agreement to be entered between its contractor and a property owner and FDEP has approved the Entry Agreement for use by the County. The duration of the Site Access Agreement with FDEP is for so long as it is necessary to access, remove, monitor and remediate contamination on the property. The Entry Agreement includes provisions such as insurance and indemnification. The County Administrator may authorize other department directors, in addition to the Director of Facilities Development and Operations, to sign standard form Agreements.

Attachments:

Entry Agreement with AMEC Foster Wheeler Environment & Infrastructure, Inc. for 650 Okeechobee Boulevard (contains the former 746 Okeechobee Boulevard), West Palm Beach, FL.

Recommended By:		6/9/17
	Department Director	Date
Approved By:		6/30/17
	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	* 0	0	0.	0	0
# ADDITIONAL FTE					
POSITIONS					
(Cumulative)					

Is Item Included in Current Budget: Yes No

Budget Account No:
Fund Dept Unit Revenue Source
Fund Dept Unit Revenue Source

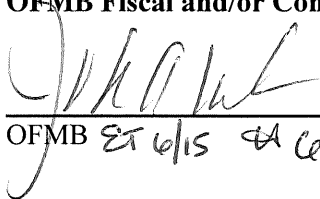
B. Recommended Sources of Funds/Summary of Fiscal Impact:


* No Fiscal impact

C. Departmental Fiscal Review:

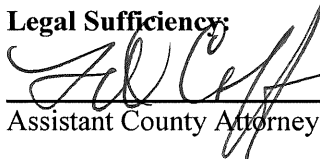
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 6/16/17
OFMB ET 6/15 6/15

 6/26/17
Contract Development and Control

B. Legal Sufficiency:

 6/29/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

PERMISSION TO ENTER PROPERTY (Entry Agreement)

General

1. This Entry Agreement is made and entered into this 17th day of 3/17 by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County" or "County"), and AMEC Foster Wheeler Environment & Infrastructure, Inc. ("Contractor").
2. For and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, County hereby gives permission to Contractor and its agents and sub-contractors, to enter County's property located at 650 Okeechobee Boulevard (contains the former 746 Okeechobee Boulevard), West Palm Beach, FL 33401 **PCN 744334321170010000** (the "**Property**"), **FDEP Facility ID: 50-8513818** as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "**Property**"), to perform assessment and remediation activities associated with Petroleum Restoration Program.
3. Contractor and the County agree to all terms and conditions in the Permission to Enter Property, (aka Site Access Agreement) dated January 19, 2016 by and between Palm Beach County and State of Florida Department of Environmental Protection (the "Department" or "FDEP") attached hereto and incorporated herein as Exhibit "B".
4. This permission is specifically limited to the following activities that may be performed by Contractor, its agents or sub-contractors on the property: soil and groundwater assessment and remediation activities in accordance with FDEP cleanup directives (see attached Exhibit "C").
5. Contractor, its agents or sub-contractors may enter the Property during normal business hours as described herein and may also make arrangements to enter the Property at other times after coordinating with the County.
6. During the term of this Entry Agreement, Contractor shall provide and maintain commercial general liability and automobile insurance with limits of not less than \$1,000,000 per occurrence and workers' compensation insurance or self insurance as required by Chapter 440, Florida Statutes. All such insurance or self-insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by Contractor. Contractor shall include County as an additional insured on its general liability insurance policy. In the event Contractor subcontracts any part or all of its operations as described in this or related in any way to this Agreement, Contractor shall require its subcontractor(s) to acquire and maintain workers' compensation, automobile and general liability insurance coverage in such amounts as described in this Agreement. Contractor shall include in its contract with subcontractor(s) a provision whereby the

subcontractor agrees to defend, indemnify and hold harmless Palm Beach County from all injury and property resulting from its operations and to include County as an additional insured on the subcontractor's general liability insurance policy.

7. Contractor assumes any and all risk of injury and property damage attributable to the acts or omissions of its officers, employees and sub-contractor(s) and agrees to defend, indemnify and hold harmless Palm Beach County and its officers, employees and agents from all claims, actions, losses, judgments, fines, liabilities, costs and expenses in connection therewith. More specifically, to the extent permitted by law, Contractor shall indemnify and hold Palm Beach County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions and fees (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Contractor, its agents, representatives and subcontractors, arising out of its activities related to the testing. In addition, without limiting the foregoing, in the event that any act or omission of Contractor, its agents, representatives and subcontractors, arising from or related to this Agreement results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation any petroleum-based substances, then, to the extent permitted by law, Contractor shall indemnify and hold Palm Beach County, its officers, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, actions, fees, including, without limitation, all reasonable, actual cleanup or remediation costs and expenses expended by Palm Beach County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Contractor shall be responsible for the immediate notification to the County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages or that occurs as a result of Contractor's activities related to this Agreement. Neither party to this agreement waives its right to sovereign immunity under the law.
8. Contractor agrees to abide by all federal, state and local laws.

Specifically

Time Limits:	Access will be between the hours of 7:00 AM and 5:00 PM Monday through Friday, excluding government holidays.
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Points of Contact: **Owner:** Palm Beach County
Facilities Development & Operations (FD&O)
Attn: Audrey Wolf, Director
2633 Vista Parkway, West Palm Beach, FL 33411
Phone: 561-233-0200

Contractor: AMEC Foster Wheeler Environment & Infrastructure, Inc.
Attn: Marcelo Pichardo
Environmental Engineer/Project Manager
5845 NW 158th Street, Miami Lakes
Florida, 33014

Restoration: Upon completion of the soil and groundwater assessment and remediation activities provided for under this Entry Agreement, Contractor shall return the Property to the same general condition as it was prior to the activities being performed. All equipment used shall be removed from the Property by Contractor.

Termination Date: The permission to enter the property is granted from 120 days after the execution of this document by Palm Beach County. Any extension must be requested in writing and agreed upon by Palm Beach County.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, County and Contractor have executed this Entry Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESSES:

R. Eric McKellan
Signature
R. Eric McKellan
Typed or Printed Name

John Tierney
Signature
John Tierney
Typed or Printed Name

PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By: *Don Anthony Wolf*
Director, Facilities Development & Operations

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Anne Delgant*
County Attorney

WITNESSES:

Melissa Brochu
Signature
Melissa Brochu
Typed or Printed Name

Lashawn Lewis
Signature
LASHAWN LEWIS
Typed or Printed Name

CONTRACTOR:

AMEC FOSTER WHEELER ENVIRONMENT
& INFRASTRUCTURE, INC.

By: *Kendall H. Sherrill*
Signature
Kendall H. Sherrill
Typed or Printed Name

VP-Finance
Title



Exhibit "A"
To Entry Agreement
(the "Property")

Exhibit "A"

Legal Description of the Property

Short Legal Description: CITYPLACE PL 2 TR 1

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8513818:

Latitude	26° 42' 19.2000"
Longitude	80° 03' 34.4400"

Exhibit "B"
To Entry Agreement

Permission to Enter Property, (aka Site Access Agreement) dated January 19, 2016
by and between
Palm Beach County
and
State of Florida Department of Environmental Protection (the "Department" or "FDEP")

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and it's Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at **650 Okeechobee Boulevard (contains the former 746 Okeechobee Boulevard), West Palm Beach, FL 33401, FDEP Facility ID: 50 8513818.**

2. The Property. Owner owns the certain parcel(s) **PCN 744334321170010000** of real property located at 650 Okeechobee Boulevard, West Palm Beach, FL 33411, (the "**Property**"), depicted on the attached legal description as Exhibit "A."

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement.

RECEIVED
DEPARTMENT OF
ENVIRONMENTAL PROTECTION
2016 JAN 12 AM 10:08
PETROLEUM
RESTORATION PROGRAM

However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above.

<http://depdms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

☒

YES

☐

NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

☒

YES

☐

NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

☒

YES

☐

NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.


☒


YES

☐

NO

WITNESSES:


Signature
Kyle Petricola
Typed or Printed Name


Signature
John Tierney
Typed or Printed Name

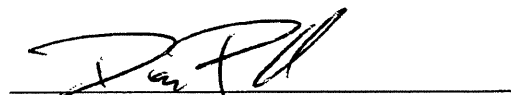
**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

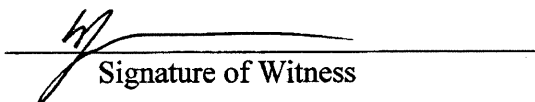
By: DEM Amy Wolf
County Administrator, or designee

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Anne Delgent
County Attorney

Accepted by the State of Florida Department of Environmental Protection:


Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program


Signature of Witness

1/19/16
Date

Christopher J Bayliss 1/19/16
Print Name Date

Attachments: Exhibit A- Legal description of the Property
Exhibit B – Additional Requirements

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#: 50 8513818

Latitude 26° 42' 19.2000"

Longitude 80° 3' 34.4400"

Exhibit "A"
Legal Description of the Property

Short Legal Description: CITYPLACE PL 2 TR 1

FDEP Coordinates (Degrees Minutes Seconds) for Facility 50 8513818:

Latitude	26° 42' 19.2000"
Longitude	80° 3' 34.4400"

JRH

Exhibit B

Additional Requirements

FDEP Facility ID No. 50 8513818

The location of the former Amoco 447 site is located in the northwest quadrant of the Palm Beach County Convention Center property. This area is located within the only access road for all vehicles entering the Palm Beach County Convention Center while construction of a parking garage is being completed in the eastern portion of the property. It is requested that assessment activities be delayed until completion of the parking garage, at which time Palm Beach County will notify the FDEP. After completion of the parking garage, the former Amoco portion of the property will no longer be used as the only access to the Palm Beach County Convention Center property and assessment work can be completed at a time and in a manner not to impede operations at the facility by mutual agreement between Palm Beach County and the FDEP.

Name: ~~Dea~~ Audrey Wolf
Audrey Wolf, Director
Palm Beach County FD&O

Date: 12/17/15

Exhibit "C"
To Entry Agreement

(soil and groundwater assessment and remediation activities
in accordance with FDEP cleanup directives)



Order No. AF402B

Version Number: 1
Internal Version: false
Issued on Tue, 14 Jun, 2016
Created on Tue, 14 Jun, 2016 by Ariba System

Supplier:
Amec Foster Wheeler Environment & Infrastructure, Inc.
2533 Greer Road, Ste 6
Tallahassee, FL 32308
United States
Phone: 1850-298-7702
Fax: 1
Contact: Eric Blomberg

Ship To:
DEP-PETROLEUM RESTORATION PROGRAM
BMC RM 420 MS 4575
2600 BLAIR STONE RD
TALLAHASSEE, FL 32399
United States

Deliver To:
David T Jacobs (Contracts)

Bill To:
DEP-PETROLEUM RESTORATION PROGRAM
BMC RM 420 MS 4575
2600 BLAIR STONE RD
TALLAHASSEE, FL 32399
United States
Entity Description: Department of Environmental Protection
Organization Code: 37450404555
Object Code: 000000-139900
Expansion Option: JG
Exemption Status: No
Exemption Reason?:

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Contractor has been selected to perform a Low...		Dollar	60,083.33	None	\$1.00000 USD	\$60,083.33000 USD

Contractor has been selected to perform a Low Score Assessment (LSA) at the Amoco #447, 746 Okeechobee Blvd, West Palm Beach, Palm Beach County, Florida, FAC ID 508513818. Attachment A, Scope of Work, attached to the purchase order (PO) describes the work to be completed by the Contractor. All work shall be performed in accordance with the terms of the Agency Term Contract (ATC). The PRP reference number for this project is 836-010A.

Attache
d hereto and made a part of this PO is Attachment B - Schedule of Pay Items and Other Related Documents. Pay Items are at or below the negotiated maximum rates included in the ATC. Contractor must submit the appropriate completed documents from Attachment B to the Site Manager with each deliverable, as instructed. Upon completion and approval of all work under this PO, Contractor shall submit a signed Release of Claims document, along with the final invoice. Contractor must include Subcontractor Utilization Report form, included as a tab on Attachment B, with each invoice.

The Department will retain 10% of the total amount of each payment made. Contractor may submit a request for release of retainage upon completion, and DEP approval of, all work performed under this PO.

The Department will evaluate the Contractor as specified in the Agency Term Contract.

The Contractor agrees to perform the services described in the PO in accordance with the terms of its ATC (as those terms may have been amended) which are in effect on date of issuance of the PO. The applicable ATC terms are available at the following URL:
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=370000&ContractId=GC836>

Distributors?: N
Requester: David T Jacobs (Contracts)
Ship To Code: DEP305S
State Contract ID:
Contract ID:

Requester Phone:
PR No.: PR9519260
MyGreenFlorida Content: N
Method of Procurement:: J - Agency ITN [s 287.057(1) (c), F.S.]
Shipping Method: Best Way
FOB Code: INC-Dest
FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
Encumber Funds: Yes
PO Start Date: Tue, 14 Jun, 2016
PO End Date: Mon, 13 Mar, 2017
Fiscal Year Indicator: 2016
PUI#: 3701
Site Code: 370000-12
Terms and Conditions: http://dms.myflorida.com/mfmp_PO_TC
P Card Order?: No

		Total	\$60,083.33000 USD
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Comments

- Jonathan Labie (Contracts), 06/09/2016:
The following attachments are attached hereto and made a part of this Purchase Order.
Attachment A – Scope of Work
Attachment B – Schedule of Pay Items and Other Related Documents (Jonathan Labie (Contracts), Thu, 09 Jun, 2016)
- Lauren Mackey (Contracts), 06/14/2016:
PRP ref # 836-010A (Lauren Mackey (Contracts), Tue, 14 Jun, 2016)
- COMMENT by Vicki Chatelain (Contracts) on 06/14/2016
Note: Attachment B language appearing in upper right-hand corner titled "Less Surcharge" is used by the program to identify the total cost less the 6% handling and MFMP fee on reimbursable items. This information is only used as a check point for PRP staff. The total PO amount for the project is the amount appearing in the "Total Extended Cost" section in the upper right-hand side of the spreadsheet. (Vicki Chatelain (Contracts), Tue, 14 Jun, 2016)

Attachments

- ATTACHMENT by Jonathan Labie (Contracts) on Tuesday, June 14, 2016 at 3:33 PM
Attachment A - LSA Scope of Work - 508513818.pdf (228741 bytes)
- ATTACHMENT by Jonathan Labie (Contracts) on Thursday, June 9, 2016 at 2:19 PM
Attachment B - Schedule of Pay Items & Other Related Documnts - 508513818.xlsm (1379925 bytes)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2016

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

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

PRODUCER Construction Risk Partners, LLC Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876	1-908-566-1010	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: ZURICH AMER INS CO INSURER C: ACE PROP & CAS INS CO INSURER D: AMERICAN ZURICH INS CO INSURER E: AIG SPECIALTY INS CO INSURER F:	NAIC # 22667 16535 20699 40142 26883
INSURED Amec Foster Wheeler Environment & Infrastructure, Inc. 5845 NW 158th Street Miami Lakes, FL 33014			

COVERAGES	CERTIFICATE NUMBER: 47618287	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HDO G24557728	05/01/16	05/01/17	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll \$1,000			BAP 9483148-05	05/01/16	05/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000			XOO G27240665	05/01/16	05/01/17	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	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 checked="" type="checkbox"/> N	N/A	WC 3504866-15 WC 3867133-09	05/01/16 05/01/16	05/01/17 05/01/17	<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
E	Pollution			CPL 12456119	05/01/16	05/01/17	Each Loss/Agg Limit 1,000,000
B	Architects & Engineers Prof.			IPR 1008375-01	05/01/16	05/01/17	Any One Claim/Agg 1,000,000

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

Re: FDEP Order No. AF402B, Project #: 6783-16-2839

Palm Beach County Board of County Commissioners, a Politial Subdivision of the State of Florida, its Officers, and Employees, c/o Insurance Tracking Services, Inc. PO Box 20270, Long Beach, CA 90801 are additional insured on the General Liability policy as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
FDEP-Petroleum Restoration Program 2600 Blair Stone Road, BMC RM 420 MS 4575 Tallahassee, FL 32399 USA	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 William R. Harrison

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CERTIFICATE
(Corporation)

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

1. That Bradley Knight is the Secretary of Amec Foster Wheeler Environment & 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 Corporation as of the 24 day of January, 2017, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain PERMISSION TO ENTER PROPERTY (Entry Agreement) between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Kendall H. Sherrill, the VP Finance 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, 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 24 day of January, 2017



[Signature]

Bradley Knight, Secretary
Amec Foster Wheeler Environment & Infrastructure, Inc.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY

REAFFIRMATION STATEMENT

This is to affirm Amec Foster Wheeler Environment & Infrastructure, Inc.'s policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof.

Our organization will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, age, marital status, familial status, genetic information, or citizenship status.

We will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.

Amec Foster Wheeler Environment & Infrastructure, Inc. will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. In addition, all other employees are expected to perform their job responsibilities in a manner that supports equal employment opportunity for all.

I have appointed Jayne Dinan, VP-Human Resources to manage the Equal Employment Opportunity Program. This person's responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. I will receive and review reports on the progress of the program. Any employee or applicant may inspect our Affirmative Action Program during normal business hours by contacting the EEO Coordinator.

If any employee or applicant for employment believes he or she has been treated in a way that violates this policy, they should contact either Jayne Dinan, VP-Human Resources at Amec Foster Wheeler Environment & Infrastructure, Inc. Colorado Center, Tower 2, 2000 S. Colorado Blvd. 10th Floor, Denver, CO 80222, phone: (303) 630-0767 or any other representative of management, including me. Responsible parties will investigate allegations of discrimination or harassment as confidentially and promptly as possible, and we will take appropriate action in response to these investigations.


Ann Massey, President, Amec Foster Wheeler Environment & Infrastructure, Inc.

8-4-16
Date