



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Budget Account No:** Fund \_\_\_\_ Agency \_\_\_\_ Org \_\_\_\_ Object \_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_ No \_\_\_\_

Reporting Category \_\_\_\_

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

This Contract does not encumber any funds. Consultant Service Authorizations will be issued under each of these Contracts on a task-by-task basis.

**C. Department Fiscal Review:** Delra M. West

**III. REVIEW COMMENTS**

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

Jim D. 9-7-06  
OFMB

Jim J. 9/8/06  
Contract Development and Control  
9/8/06

**B. Legal Sufficiency:**  
James C. 9/11/06  
Assistant County Attorney

This Contract complies with our contract review requirements.

Bonds will be furnished at time of work issuance. At the time of OCE review, the certificates of insurance were not available.

**C. Other Department Review:**  
\_\_\_\_\_  
Department Director

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

**DISASTER RECOVERY SERVICES  
DESIGN/BUILD CONTRACT  
PROJECT NO. WUD 06-103  
BETWEEN  
PALM BEACH COUNTY FLORIDA  
AND  
CH2M HILL CONSTRUCTORS, INC.**

**SEPTEMBER 2006**

## AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of September, 2006, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and CH2M Hill Constructors, Inc., hereinafter referred to as the "DESIGN-BUILD ENTITY".

### WITNESSETH:

That the said Design-Build Entity having been awarded the contract for the:  
DISASTER RECOVERY SERVICES – DESIGN/BUILD

PROJECT NO. WUD 06-103

in accordance with the Request For Proposals therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Design-Build Entity and the County, the Design-Build Entity hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all design services, materials, labor, supervision, equipment, supplies, fees, expertise, and other services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form. The Contract Documents consist of the following documents, as and when issued, which shall be incorporated herein by reference.

- A - Request For Proposal and Design-Build Entity's Response thereto
- B - Completed Bonds, Guarantee and Insurance Forms.
- C - General Conditions.
- D - Supplemental Conditions.
- E - Special Conditions.
- F - Technical Specifications.
- G - Addenda.
- H - Drawings.
- I - Consultant Services Authorization (CSA)
- J - Work Authorization (WA)

Design-Build Entity agrees to accept as full compensation for the satisfactory performance of this Contract such sums as shall be authorized by such Consultant Services Authorization (CSA(s)) and Work Authorization (WA(s)) as may be issued by County. The prices agreed to in such CSA(s) and WA(s) are for the completed work set forth therein and all expense,

*original*

direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that, for each issued CSA(s) or WA(s), the Design-Build Entity will hold and maintain current, appropriate certification(s) and/or license(s) for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be as stated in the issued CSA(s) or WA(s). The date fixing the beginning of this period upon the calendar shall be established and stated in a Notice to Proceed to be issued by the County.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Design-Build Entity has hereunto set his hand and seal the day and year written. The Design-Build Entity represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:

PALM BEACH COUNTY, FLORIDA, A

SHARON R. BOCK  
CLERK AND COMPTROLLER


Political Subdivision of the State of Florida  
BOARD OF County COMMISSIONERS

By: \_\_\_\_\_  
Tony Masilotti, Chairman


APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

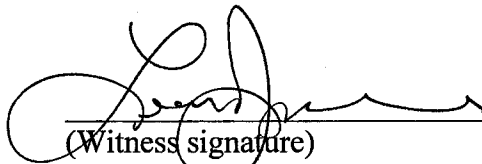
APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

  
\_\_\_\_\_  
Bevin A. Beaudet, Director  
Water Utilities Department

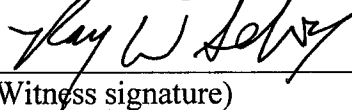
CH2M HILL Constructors, Inc.

By:   
\_\_\_\_\_  
Title: Senior Vice President  
Delaware  
\_\_\_\_\_  
(Insert state of corporation)

  
\_\_\_\_\_  
(Witness signature)

LEN BARUEL  
\_\_\_\_\_  
(Witness name printed)

August 29, 2006  
\_\_\_\_\_  
(Date of execution)

  
\_\_\_\_\_  
(Witness signature)

9189 S. Jamaica Street  
\_\_\_\_\_  
(Design-Build Entity's Official Address)

RAY W. SELVY  
\_\_\_\_\_  
(Witness name printed)

Englewood, CO 80112  
\_\_\_\_\_  
(Design-Build Entity's City, State, Zip Code)

## GENERAL CONDITIONS

### I - GENERAL PROVISIONS

#### **A. General Scope of Work**

1. This agreement is intended to provide a continuing contractual mechanism for the Water Utilities Department to obtain professional Design-Build Consulting Services within the scope of the practice of architecture, engineering, landscape architecture or land surveying, as defined by the laws of the State of Florida, including evaluation, permitting, staff assistance, design/build, construction, and construction management services for projects as further defined below:

- a. Establish a data base of As-Built drawings and specs, O&M manuals, and permits for major above ground facilities that may need to be repaired or rebuilt after a Category 4-5 storm event.
- b. Provide design/build or CM at risk services to repair or replace damaged facilities in-kind.
- c. Provide "on-call" skilled personnel for operations support, debris removal, damage assessment and repairs. This contract is based upon the assumption that half of Palm Beach County Water Utilities Department staff will not be available following the storm event.
- d. Provide key services/equipment/commodities that are required for the continued operations and repair of the utility from vendors located inside or outside the State of Florida for a period of 3-6 months. This contract is based upon the assumption that Palm Beach County Water Utilities Department will not be able to purchase materials locally.
- e. Other related Design/Build Services.

2. Assignment of tasks to the Design/Build Entity will be at the sole discretion of the County. The County may choose to select another firm or use in-house staff to perform any of the above described items in whole or in part. Task assignments will be subject to scope definition and fee negotiation on a task-by-task basis. It is intended that the agreement for the above described project be for a term of three years, subject to annual performance review. No minimum amount of professional or construction service or compensation is guaranteed to the Design/Build Entity.

3. Palm Beach County's annual goal for Small Business Enterprise (SBE) participation for this contract is 15%, as further detailed in the SBE Program Policies and Procedures Manual dated July 2, 2004. Except as may be specifically provided to the contrary, in writing, Design/Build Entity agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

4. The task specific scope of work to be performed by the Design/Build Entity shall be determined by the parties at the time the County requests services as recommended by the Design/Build Entity on-scene representatives. The Design/Build Entity shall provide all supervision, labor, materials, tools, equipment, subcontracted equipment/tools and materials necessary for the performance and completion of the work specified in the CSA(s) and WA(s), unless otherwise agreed to between the parties. The Design/Build Entity shall conduct the work so

as not to interfere with disaster response and recovery activities of federal, state, and local governments and agencies or public utilities. Design/Build Entity shall provide a Project Manager for the entire duration of the operation, subject to the approval of County. The Project Manager's education and experience shall be appropriate to the nature of each event. The Project Manager shall attend meetings, provide for daily progress reports as well as dispatch field supervisors where necessary. All key personnel must be trained in the National Incident Management System and respond in accordance with applicable national response guidelines. The Project Manager may be removed by the County, in its discretion, at any time. The Project Manager shall remain the same throughout the duration of the project, unless the County deems otherwise.

5. Design/Build Entity shall have every available means of communication, including but not limited to, radio, beepers, satellite telephones, Blackberrys, PDAs and cellular telephones to be utilized during the performance of services pursuant to this Contract.

6. Once a storm or emergency occurs, the following services may be required during and within 48 hours of a storm event:

- a. Provide "on-call", skilled personnel for operations support, debris removal, damage assessment, cost estimating and restoration of service. During the hurricane planning phase of this work, the type of employees, by skill set, will be determined.
- b. Provide interim IT support and data hosting/managed services from remote location to ensure continuity of services. Additional services to enable response and support may include resource management, consequence assessment and protective actions, public communications, and evacuation planning and support.
- c. Conduct damage assessment to ensure that all reimbursable damage (FEMA and/or insurance) has been identified; prepare cost estimates to restore/upgrade damaged facilities; identify alternative or mitigation projects that might be eligible for other sources of funding; prepare and complete required FEMA data tracking forms; manage submittal process to appropriate entity and respond to agency questions.
- d. Provide engineering design, permitting, bid phase services and construction phase services for facilities determined to be replaced, re-built, "hardened" or upgraded to Palm Beach County building code requirements.
- e. Provide design-build, construction management or construction management-at-risk services for facilities determined to be replaced, re-built, "hardened" or upgraded to Palm Beach County building code requirements.
- f. Provide program management services for implementation of event-related recovery efforts of treatment plants, facilities and infrastructure, communications, and information systems, or other capital projects that are implemented as part of the event recovery and mitigation efforts.

- g. Conduct after action services following storm event to identify strengths, weaknesses, threats and opportunities related to the recent event. Based on that analysis, update economic analysis, operations plan, identify long-term capital improvements required, improvements to communication systems, integration with County-level emergency response entities and desired operational improvements; re-visit equipment/chemical and other "on-call" contract vehicles and make adjustments to the operations plan and contracts, as needed.
7. County encourages the Design/Build Entity to utilize, when appropriate, local resources of the community, to the greatest extent possible for disaster recovery assistance.
8. The County, at its sole discretion, may expand the scope of work to include additional requirements in subsequent Consultant Services Authorization or Work Authorizations.

**B. Work Products Required**

1. Records - Design/Build Entity shall prepare full and detailed daily itemized records indicating all services, and site expenditure(s) performed by the DESIGN BUILD ENTITY. Design/Build Entity shall submit to County documentation of all costs associated with the emergency incidents in a timely manner to assist the County in cost recovery in accordance with established requirements of all governmental agencies. Design/Build Entity shall coordinate with appropriate County staff regarding proper billing procedures to meet all governmental agencies' reimbursement requirements. Invoicing requirements shall include segregation of costs by site or Project Worksheet (PW).
2. Reports - The Design/Build Entity shall make such periodic reports to the County, as necessary, to detail the progress of disaster recovery services. Based on the disaster, such reports shall include but are not limited to:
- a. A daily report detailing the locations, street names and addresses where particular services were conducted and/or completed; the total number of personnel engaged on that day, the type and number of equipment and vehicles in operation on that day; percent completion of the project; the estimated completion date; any damage to private property caused by Design/Build Entity's operations.
  - b. A monthly summary of the information from the daily reports.
  - c. At final acceptance of the project by the County, the Design/Build Entity shall prepare a detailed description of recovery activities conducted, to include, but not limited to total labor and equipment, by type; the total cost of the project.
  - d. Submittal of written reports documenting all action taken to assess and dispose of hazardous materials.
  - e. Other services as identified within the course of the Agreement.

3. Design/Build Entity shall submit a plan describing methods of compliance with all applicable laws and regulations.

**C. Performance Schedule**

The County anticipates the performance for services/commodities related to this Agreement to begin at the time an emergency is declared by the County, or as other such services are request by CSA(s) or WA(s). No Work shall be performed until a CSA or WA is issued. Emergency services may be initiated by a CSA or WA delivered by hand, e-mail or facsimile transmission.

**D. Emergency Operations Command Center**

The Emergency Operations Center ("EOC") is located at the Palm Beach County Emergency Management Division, located at 20 S. Military Trail. The Water Utilities Department Command Center is located at the Water Utilities Administration Building, Central Region Operation Center (CROC), 8100 Forest Hill Blvd., West Palm Beach, Florida. The WUD Command Center shall be the primary point of contact and base of operations. The Emergency Operations Center

**E. Definitions**

Wherever the words or terms defined in this section or pronouns used in their stead occur in the Specifications or other Contract Documents, they shall have the meanings herein given.

1. "ADR" - Alternative Dispute Resolution.

2. "Application for Payment" The form furnished by the County which is to be used by the Design/Build Entity to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

3. "Bonds" Bid, Public Construction Bond, and other instruments which protect against loss due to inability, failure or refusal of the Design/Build Entity to perform the Work specified in the Contract Documents.

4. "Change Order" A document recommended by the Engineer, which is signed by the Design/Build Entity and the County and authorizes an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time as set forth in an issued Work Authorization and which is issued on or after execution of Contract.

5. "Construction Manager" The Construction Manager is an employee of the Design/Build Entity who shall be in attendance at the project site during performance of the Work and shall represent the Design/Build Entity. Communications given to the Construction Manager or decisions made by the Construction Manager shall be as binding as if given to or made by the Design/Build Entity. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed on written request in each case.

6. "Consultants Services Agreement" A document, so labeled, which, when executed by the County and Design/Build Entity, becomes a part of the Contract Documents and specifies the scope of work, duration, total price, liquidated damages, and schedule for specific professional