

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date:	August 16, 2011	Consent [X] Public Hearing []	Regular []
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Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: The following one (1) document:

- A) a Contract with Camp Dresser & McKee, Inc. in the amount of \$24,998 to provide professional/consultation services in the area of Stormwater for Comparison of a Stormwater Funding Program, Phase I – Initial Feasibility Study. (WUD Project No. 11-082) (Countywide) (JM)

Summary: In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached Standard Development Agreement, Contracts and Indemnity Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Deputy Director of the Water Utilities Department in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the Board to receive and file. **Original documents can be viewed in Minutes.**

Background and Justification: Water Utilities Department's Uniform Policies and Procedures require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the Water Utilities Department's Uniform Policies and Procedures Manual. The Board of County Commissioners delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539). On June 22, 2011, the Director of the Water Utilities Department approved a contract with Camp Dresser & McKee, Inc., in the amount of \$24,998 to provide professional/consultation services in the area of Stormwater. The scope of services includes review and recommendations of the current storm water management practices in the Urban Redevelopment Area. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. The contract with Camp Dresser & McKee, Inc. provides for SBE participation of 0.0% overall. Camp Dresser & McKee, Inc. is a local Palm Beach County Company. The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Deputy Director of the Water Utilities Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments:

1. Location Map
2. Three (3) Original Contracts

Recommended By:  7/12/11
Department Director Date

Approved By:  8/8/2011
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$24,998.00</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>
Operating Expenses	<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>
NET FISCAL IMPACT	<u>\$24,998.00</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 4001 Dept 720 Unit 2322 Object 3120

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

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

One (1) time Operating expenditure from user fees.

C. Department Fiscal Review: Delma M. West

III. REVIEW COMMENTS

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

[Signature] 7/14/2011
OFMB
11/2/11
2/1/11

[Signature] 8/11/11
Contract Development and Control
8-3-11 B. Wheeler

B. Legal sufficiency:

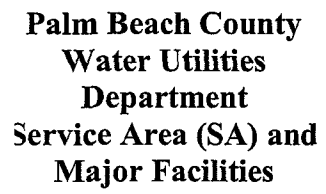
[Signature] 8/4/11
Assistant County Attorney

The County's Purchasing Code also delegates certain contracts to Construction Department Directors.

C. Other Department Review:

Department Director

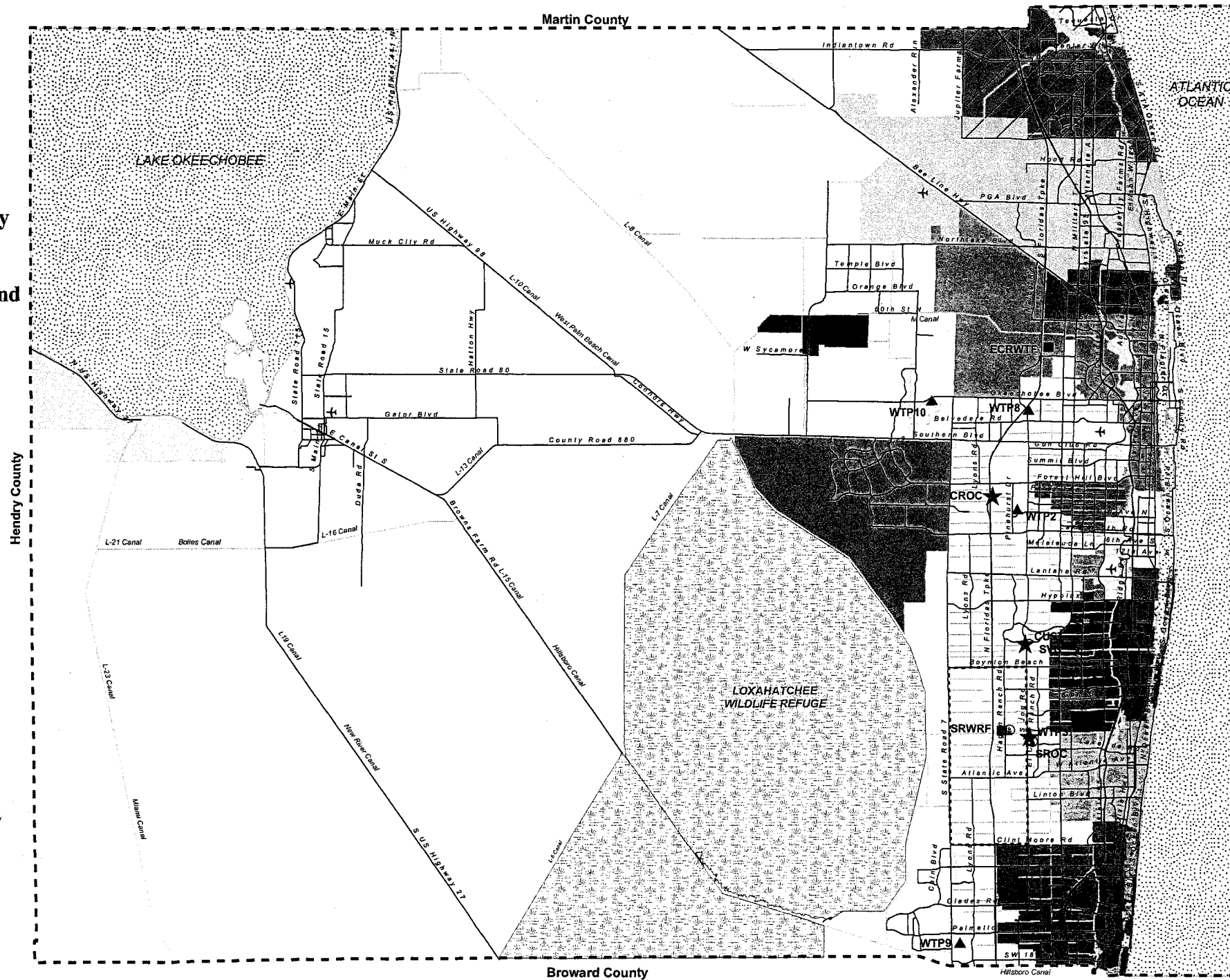
This summary is not to be used as a basis for payment.



Attachment 1

P.B.C.W.U.D. SA

- - - - Mandatory Reclaimed SA
 - - - Palm Beach County Limits
 ★ Administration
 ■ Water Reclamation Facility
 ▲ Water Treatment Facility
 ① Wetlands



CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 22ND day of June, 2011, 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 Camp Dresser and McKee Inc. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 04-2473650.

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/consultation services in the area of Stormwater, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Maurice Tobon, P.E., telephone no. (561) 493-6003.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be David Collins, P.E., telephone no. (561) 689-3336.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on _____ and complete all services by _____.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall be a lump sum total contract amount of Twenty Four Thousand and Nine Hundred and Ninety Eight Dollars (\$24,998). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "lump sum amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Six Hundred and Fifty Dollars (\$650), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final 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.

ARTICLE 4 - 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, 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 4 within three (3) years following final payment.

ARTICLE 5 - 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.

ARTICLE 6 - 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 hereinunder 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, as may be listed in Exhibit "A", 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) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - 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 for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

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.

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

will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE 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 this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - 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 9 - 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 10 - 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. 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.
- F. **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.
- G. **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 which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, 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 of insurance shall be issued to

Palm Beach County Water Utilities Department
Engineering Division
P.O. Box 16097
West Palm Beach, FL 33416-6097

- I. **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 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.
- J. **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 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - 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. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - 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.

ARTICLE 14 - 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 of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. 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 of 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 15 - 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, acts of God, 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 16 - 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 17 - 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 Ordinance 2009-049, as may be amended.

ARTICLE 18 - 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, agreement, or representation.

ARTICLE 19 - 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 20 - 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 three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Ordinance R2009-049, as may be amended. The Inspector General is authorized and empowered to review past, present and proposed County contracts, transaction, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this contract.

The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - 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.

ARTICLE 22 - 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 23 - 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 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - 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 affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the 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 26 - NOTICE

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

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, Florida 33413

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

Camp Dresser & McKee Inc.
1601 Belvedere Rd, Suite 400E
West Palm Beach, Florida 33406

ARTICLE 27 - 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 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), 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 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 Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

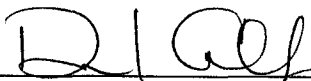
The CONSULTANT shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that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

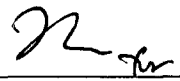
IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions, and obligations of the aforementioned Contract

CONSULTANT:

PALM BEACH COUNTY:

FIRM: CAMP DRESSER & MCKEE INC.

Signed: 

Signed: 

Typed Name: David. L. Collins

Typed Name: Bevin A. Beaudet

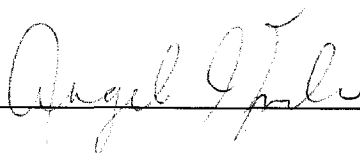
Title: Vice President

Title: Director, Water Utilities Department

Date: 6/15/11

Date: 6/22/11
BSC 6/22/11

ATTEST:



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

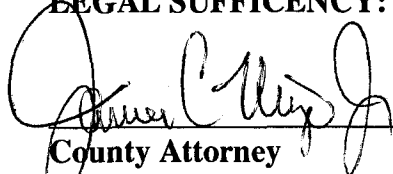

County Attorney

EXHIBIT "A"

SCOPE OF WORK

CONSIDERATION OF A STORMWATER FUNDING PROGRAM PHASE 1 – INITIAL FEASIBILITY STUDY

INTRODUCTION

Palm Beach County (COUNTY) wishes to study stormwater management and alternative funding mechanisms. The first phase will study the development of a comprehensive stormwater management program for the COUNTY, with specific information on the Urban Redevelopment Area (URA) and to consider associated funding mechanisms to support the program. The funding alternatives for this phase will include taxes and assessments with a focus on a stormwater utility fee or assessment. This Consultant Services Authorization is Phase I of a multi-phased project.

SCOPE OF SERVICES

CDM will prepare an analysis of the COUNTY's current stormwater management practices and plans to determine the current levels of service (LOS) for operations and maintenance, capital improvements, NPDES MS4 compliance, and program management and administration within the unincorporated COUNTY, with specific information on the URA. CDM will provide recommendations and costs regarding improvements to the LOS. The assessment will include the following elements:

TASK 1.0 – DEVELOPMENT OF INDEPENDENT ASSESSMENT OF CURRENT PROGRAM

After reviewing the minimum NPDES Phase II permit requirements, CDM will develop an independent stormwater program assessment that will be used to identify the program's current LOS and available funding options. The ENGINEER will also identify the programs within the URA. This assessment will serve as a baseline for determining the changes, if any, to programs and funding needed to achieve an increased LOS. CDM will meet and/or interview appropriate staff members to identify and describe programs and services provided by each of the functional elements of the COUNTY's stormwater management program.

CDM will prepare, using available information, an estimate of the current budget for stormwater management activities that are provided by other departments. CDM will also consider programs in other COUNTY departments that potentially could be funded by the stormwater utility fee, such as maintenance of ponds in COUNTY parks, street sweeping, management of hazardous materials, and/or information services, thus further reducing the burden on the COUNTY's general fund. CDM will provide a list of potential services to be included for review by the COUNTY prior to including these services within the proposed alternative.

TASK 2.0 – LEVELS OF SERVICE EVALUATIONS

CDM will develop optional LOS in order to compare program alternatives on the services that may be provided by the COUNTY's stormwater management program within the unincorporated COUNTY with information on the URA. CDM will develop LOS alternatives for four key service areas – Operations and Maintenance, Program Management, NPDES Regulatory Compliance, and Capital

Improvements. These alternatives will be compared to the LOS currently provided by the COUNTY in each category. To make this determination, CDM will develop budgets to achieve higher service levels for the COUNTY's stormwater program. CDM will develop these alternative budgets based on existing program budgets, the information compiled above, state and federal regulatory requirements, input from COUNTY staff and comparisons of per capita costs for other stormwater programs in Florida and the US.

CDM will meet with COUNTY staff to discuss priorities for different stormwater programs and budget targets (see Task 5.0, Project Meetings). Annual budget estimates for all these services and recommended improvements to services, will be developed for the utility implementation plan. The plan will include estimates of expenditures for the next ten years. These estimates will be a lump sum allocation to the capital budget or debt service for the COUNTY's ten-year budget. Future stormwater management expenditures associated with an expanded program will be determined for the subsequent funding analysis and the development of a ten-year financial plan for the utility. This assessment will include estimated fiscal impacts of expanded O&M to meet regulatory requirements and an initial assessment for future needed capital improvements based on existing information from the COUNTY.

To provide for a completely self-sustaining comprehensive stormwater utility, other pertinent stormwater-related activities will be identified and included in the program cost. These costs include stormwater planning, complaint response, regulatory compliance and enforcement and project design and inspection. The costs for the stormwater management elements included in this Task will be defined in a spreadsheet for the scenarios for Fiscal Year 2011 (October 2010 to September 2011), referred to below as FY2011, and be projected for 10 years afterwards (i.e., until FY2019). COUNTY staff will be provided the opportunity to comment on which program elements (and thus which costs) will be included in each LOS scenario.

TASK 3.0 – FUNDING ALTERNATIVES

CDM will identify and consider alternative funding mechanisms to fund the existing and potential future stormwater management programs identified in Tasks 1.0 and 2.0. Alternatives will include taxes, assessments and fees, with a focus on stormwater assessments. CDM will consider the advantages and disadvantages of each to fund all or a portion of the stormwater management program. The ENGINEER will consider alternatives for the unincorporated COUNTY and URA, potentially separating funding for different components of the stormwater programs to be able to account for differing services provided within the COUNTY and/or URA.

TASK 4.0 – INITIAL FEASIBILITY MEMORANDUM

CDM will produce an Initial Feasibility Memorandum summarizing the work of Tasks 1.0, 2.0 and 3.0. The Memorandum will be organized as follows:

- What is a stormwater utility?
- What is the history of stormwater utilities in Florida?
- What is the current COUNTY program and level of service?
- What is the current program costs/budgets and how they may change in the future to meet new funding needs?
- How to proceed to consider additional funding through a utility?

CDM will provide five (5) copies of the draft Memorandum and meet with COUNTY staff to review the draft. CDM will produce five (5) copies of the final Memorandum and an Acrobat "pdf" version. The memorandum will eventually become part of the final Feasibility Report completed under a separate authorization.

TASK 5.0 – PROJECT MEETINGS

CDM has included a number of internal meetings with COUNTY staff to be used during the project. CDM will endeavor to schedule multiple meetings with COUNTY staff on the same day to efficiency, where practicable, to accomplish the purpose of the meeting and move the project forward in an appropriate manner.

These project meetings include the following:

- Kickoff Meeting;
- One or more meetings with appropriate staff to discuss stormwater programs, planned over one trip to the COUNTY;
- Meeting with staff on Initial Feasibility Memorandum.

CDM will participate in a kickoff meeting to discuss the elements of the scope of work and to develop a project schedule defining specific milestones, ordinance adoption, and billing record completion. CDM will provide summary meeting notes.

COMPENSATION

Compensation for Consultant Services Authorization will be a lump sum amount of \$24,998. **Attachment A** provides the cost break down and the fee.

SCHEDULE

The scheduled Completion Date for the scope of work associated with this Consultant Services Authorization is six (6) months from receipt of executed authorization.

COUNTY'S OBLIGATIONS

The COUNTY shall designate individuals who will be responsible to coordinate information and schedule necessary meetings to facilitate transfer of information and COUNTY's needs. Appropriate COUNTY personnel shall attend all requested meetings to facilitate discussion.

- Provide CDM a copy of the current NPDES MS4 permit, current budget document (or access to an electronic copy), and the most recent annual report;
- Meet with CDM to discuss the stormwater management activities accomplished by the COUNTY during the last year and potential future needs for the programs, potential stormwater management activities needed to accomplish future needs of the COUNTY;
- Promptly review and comment on the draft Initial Feasibility Memorandum and combine COUNTY comments into a single list;
- Meet with CDM to review the comments.

Attachment A – Budget

Attachment B – M/WBE Schedule 1

ATTACHMENT B
SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONSULTANTS

PROJECT NAME: Consideration of a Stormwater Funding Program: Phase 1 PROJECT NO. _____

NAME OF PRIME CONSULTANT: Camp Dresser & McKee, Inc.

DESCRIPTION OF WORK: Preliminary design services to identify layouts and costs associated with the construction of an alternate emergency operations center (A-EOC) to be utilized by County staff during a disaster.

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONSULTANTS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. N/A	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
(Please use additional sheets if necessary)			Total	\$	\$	\$	\$

Total Price \$ 24,998.00 Total SBE Participation \$ 0 SBE % 0

Note: 1. The amounts listed on this form must be supported by the Subconsultant prices included on Schedule 2 in order to be counted toward goal attainment.
2. 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 under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

**Consideration of a Stormwater Funding Program
Phase 1: Initial Feasability Study
Attachment A**

Proposal Budget Disaggregation

LABOR CATEGORY	RAW HOURLY RATE	TASK/HOURS					TOTAL HOURS	LABOR @ 3.0 MULT
		1.0	2.0	3.0	4.0	5.0		
Officer	50.00	12	28	8	12	20	80	\$12,000.00
Principal/Associate	48.00	8	20	8	4	10	50	\$7,200.00
Senior Professional	42.00	12	8	0	0	0	20	\$2,520.00
Professional II	30.00	8	5	0	0	0	13	\$1,170.00
Professional I	25.00	0	0	0	0	0	0	\$0.00
Project Administration	25.00	2	4	0	6	2	14	\$1,050.00
Clerk/Typist	17.00	0	0	2	2	4	8	\$408.00
Technician/Drafter	19.00	0	0	0	0	0	0	\$0.00
TOTAL LABOR HOURS		42	65	18	24	36	185	
TOTAL LABOR DOLLARS								\$24,348.00
SUBCONTRACTORS								
								\$0
SUBTOTAL SUBCONTRACTORS								\$0
SUBCONTRACTOR MARKUP (10%)								\$0
TOTAL SUBCONTRACTORS								\$0
EXPENSES								
Travel						\$500.00		\$500
Copies, Production, Postage					\$150.00			\$150
TOTAL EXPENSES								\$650
TOTAL FEE FOR AUTHORIZATION								\$24,998

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" shall be invoiced of a percent complete basis.

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY**

**BUDGET AVAILABILITY STATEMENT
CHANGE ORDERS AND CONSULTANT SERVICES AUTHORIZATION**

DATE: June 20, 2011

TO: Bevin A. Beaudet, P.E., Director
Water Utilities Department

FROM: Guy C. Eggertsson, Fiscal Manager I
Finance and Administration
Water Utilities Department

dw
JJA *Guy* *Eggertsson*

RE: Consideration of a Stormwater Funding Program, Phase 1 –
Initial Feasibility Study
Camp Dresser & McKee, Inc.
WUD Project No. 11-082

FISCAL IMPACT ANALYSIS:

Five Year Summary of Fiscal Impact:

	2011	2012	2013	2014	2015
Capital Expenditures	\$24,998.00				
Operating Costs					
Days	0				

Is item included in current budget? Yes X No

Budget Account Number:

Fund	Department	Unit	Object	Allocation
4001	720	2322	3120	100%

Recommended Sources of Funds/Summary of Fiscal Impact:

One-time capital expenditure to be funded from user fees and balances brought forward