

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: January 14, 2014 Consent  Regular   
Public Hearing

Department: Water Utilities Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Contract for Sustainability and Strategic Planning Consulting Services with Black and Veatch Corporation.

**Summary:** This continuing Contract will be used by Palm Beach County Water Utilities Department (WUD) to obtain engineering/professional services for utility related projects. The selected engineering firm was procured under the provisions of Florida Statutes 287.055 (Consultant Competitive Negotiation Act). Consultant Service Authorizations will be negotiated and issued against the contracts on a task basis at the sole discretion of the County. The Contract has a term of three (3) years, subject to an annual performance review. The firm has agreed to meet or exceed a 15% small business participation goal. The consultant has included a list of certified small business subcontractors which they intend to use to meet their Small Business Enterprise (SBE) goal. Black and Veatch Corporation is not a Palm Beach County company, but has made a commitment to open a Palm Beach County office once sufficient workload is established. (WUD Project No. 14-001) Countywide (JM)

**Background and Jjustification:** The on-going operation, maintenance and administration of the WUD requires consulting engineering services to supplement staff availability and expertise. Assignment of tasks to the engineering firm will be at the sole discretion of the County, and the County may choose to use in house staff to perform any task. Task scope and fee negotiation will be performed on a task by task basis.

**Attachments:**

1. Two (2) Original Contracts

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Recommended By:  12/23/13  
Department Director Date

Approved By:  1/7/14  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years                                   | 2014     | 2015     | 2016     | 2017     | 2018     |
|--|----------|----------|----------|----------|----------|
| 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> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

**Budget Account No.:** Fund 4011 Agenc 721 Org. Various Object Various  
y

Is Item Included in Current Budget? Yes X No     

Reporting Category N/A

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

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

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

**III. REVIEW COMMENTS**

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

[Signature] 12/26  
OFMB 5/10  
12/26 1/2/20

[Signature] 1/6/14  
Contract Development and Control  
1-3-14

**B. Legal Sufficiency:**

[Signature] 1/7/14  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

**CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES**  
**SUSTAINABILITY AND STRATEGIC PLANNING CONSULTING SERVICES**  
**PROJECT NO.: WUD 14-001**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, with an Effective Date of \_\_\_\_\_ by and between **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Black & Veatch Corporation.

an individual,  a partnership,  a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose federal I.D. or Social Security number is 431833073.

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

**DEFINITIONS:**

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

"Contract Documents": shall include, but not be limited to this Contract for Engineering/Professional Services, the Advertisement for Bids, Instructions to Bidders, Small Business Enterprises, Procedure for Front-End Loading and Unbalanced Bids, Bid Proposal, Bid Bond, Post Bid Information, Performance Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification of Substantial Completion, General Conditions, Supplemental General Conditions, Technical Specifications, Design Documents whether preliminary or final, Architectural Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Contract Documents.

"Observe", "Observation(s)", "Visit(s)" "Inspect(s)": site visits by the ENGINEER to determine if construction is being performed in compliance with the Construction Documents and if the contractor is progressing according to the project schedule.

"Department": that department of Palm Beach County government responsible for issuing Consultant Service Authorizations pursuant to this contract.

## SECTION I - BASIC SERVICES OF ENGINEER

### 1.1 General

1.1.1 ENGINEER shall provide professional engineering services for COUNTY in all phases of each project to which this Contract applies as hereinafter provided. These services will include serving as COUNTY'S professional engineering representative for the project(s), providing professional engineering consultation and advice and furnishing required civil, structural, mechanical and electrical Engineering services and required architectural services incidental thereto.

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

1.1.3 Each task performed under this Contract shall be assigned to ENGINEER for accomplishment by a separate written service authorization called a Consultant Service Authorization. For each task, COUNTY shall require ENGINEER to provide a proposed written scope of services including schedule and cost, for COUNTY review. Upon mutual agreement of the scope of services, schedule and cost (lump sum fee or estimated salary cost ceiling arrived at in accordance with Section 5 of this contract), COUNTY shall issue a notice to proceed for each assigned task.

1.1.4 The types of individual projects or tasks to be assigned to ENGINEER under this Contract shall include, but not necessarily be limited to those listed in EXHIBIT A:

Assignment of tasks to the Engineer will be at the sole discretion of the COUNTY. The COUNTY may choose to select another firm or use in-house staff to perform, in whole or in part, any of the tasks described. Task scope and fee negotiation will be performed on a task-by task basis. It is intended that the Contract for the above described project be for a term of three years, subject to annual performance review by the Department. No minimum amount of professional services or compensation is guaranteed to the Engineer. This is not an exclusive contract. The COUNTY may enter into similar contracts with other architects or engineers to provide the same or similar services during the term of this contract.

## 1.2 Study and Report Phase.

If required by Consultant Service Authorization and after written authorization to proceed, ENGINEER shall:

1.2.1 Consult with COUNTY, to clarify and define COUNTY'S requirements for each project and review available data.

1.2.2 Advise COUNTY, in writing, as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of ENGINEER'S services under contract, and assist COUNTY in obtaining such data and services. When authorized, obtain necessary data or information directly from COUNTY'S files or field observations.

1.2.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.

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

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

1.2.6 Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY, and setting forth ENGINEER'S findings and recommendations. This report will be accompanied by ENGINEER'S opinion of probable costs for the project, including the following, which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by COUNTY) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for COUNTY. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

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

## 1.3 Preliminary Design Phase.

If required by Consultant Service Authorization and after written authorization to proceed, ENGINEER shall:

1.3.1 In consultation with COUNTY and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the project.

1.3.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the project.

1.3.3 Advise COUNTY, in writing, if additional data or services are required from the COUNTY or others for the completion of ENGINEER'S services under this contract and assist COUNTY in obtaining such data and services. When authorized, obtain data or information directly from COUNTY'S files or field observations.

1.3.4 Based on the information contained in the preliminary design documents; submit a revised opinion of probable Total Project Costs.

1.3.5 Furnish five copies of the above Preliminary Design documents and present and review them in person with COUNTY.

#### 1.4 Construction Document Phase.

If required by Consultant Service Authorization and after written authorization to proceed, ENGINEER shall:

1.4.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs, prepare for incorporation in the Contract Documents final drawings (hereinafter called "Drawings") to show the specific scope, extent and character of the work to be furnished and performed by Contractor(s) and Specifications which will be in conformance with Palm Beach County forms as applicable. Engineer shall permit no change in, or conflict with, COUNTY forms without prior written approval of the Department.

1.4.2 Provide technical criteria, written descriptions and design data for COUNTY use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist COUNTY in consultations with appropriate authorities.

1.4.3 Advise COUNTY of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the project. Furnish to COUNTY a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4 Prepare for review by COUNTY, contract forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents. No change shall be made in any COUNTY form without prior written approval of the Department. All requests for changes to the COUNTY forms shall be in writing.

1.4.5 Furnish five copies of the above documents and of the Drawings and Specifications and review them in person with COUNTY. On the basis of the accepted Construction Documents, prepare three sets of signed and sealed Construction Documents for building permit purposes. Provide corrections and/or changes required by the permitting agency.

1.4.6 Provide approved construction plans and a master set of technical specifications for the COUNTY'S use to issue bidding documents. Construction documents shall also be provided on a storage medium compatible with COUNTY'S computer reading and drafting system. Engineer shall deliver interim copies of computer medium if requested by the COUNTY.

1.4.7 Assist COUNTY in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.5 Bidding or Negotiating Phase.

If required by Consultant Service Authorization and after written authorization to proceed, ENGINEER shall:

1.5.1 Attend the pre-bid meeting(s), issue addenda to all recipients of bid documents written clarifications or additional instructions, as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.2 Consult with and advise COUNTY as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.3 Consult with COUNTY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.4 Attend the bid opening, prepare bid tabulation sheets and assist COUNTY in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5.5 Review of Bids and submittal of written recommendation concerning Contract Award.

**SECTION 2 - ENGINEER OF RECORD AND CONSTRUCTION MANAGEMENT SERVICES PHASE**

2.1 If required by Consultant Service Authorization and after written authorization to proceed, ENGINEER shall:

2.1.1 Provide general administration of Construction Contract. ENGINEER shall consult with and advise COUNTY and act as COUNTY'S representative within the limits of the construction documents.

2.1.2 Attend construction conference(s) in connection with the work of Contractor(s) while it is in progress.

2.1.3 ENGINEER shall make regular visits to the project site, including visits by supervising office personnel, at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe and inspect as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In no event shall such site visits be less frequent than once per week. Based on information obtained during such visits and on such observations and inspections, ENGINEER shall verify that such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep COUNTY informed of the progress of the work.

2.1.4 The purpose of ENGINEER'S representation by the Resident Project Representative (and assistants, if any) at the site will be to better enable the ENGINEER to carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase. In addition, as an experienced and qualified design professional, ENGINEER will endeavor to assure COUNTY that the completed work of Contractor(s) conforms to the Contract Documents, and that the design as reflected in the Contract Documents has been implemented and preserved by Contractor(s).

2.1.5 Defective Work. During such visits and on the basis of such observations and inspections, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a completed project that conforms to the Contract Documents, or that it will prejudice the design concept of the project as reflected in the Contract Documents.

2.1.6 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

2.1.7 Shop Drawings. ENGINEER shall review, and approve, when acceptable, shop drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit for compliance with the Contract Documents.

2.1.8 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

2.1.9 Inspections and Tests. ENGINEER shall have authority to require special inspection or testing of the work. ENGINEER shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).



2.1.10 Disputes and Changes During construction. If requested by COUNTY, ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of COUNTY and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. This section includes, holding meetings and negotiations with the Contractor to resolve disputes or changes to the Contract, including review and processing of all change orders.

2.1.11 Applications for Payment. Based on ENGINEER'S on-site observations and inspections as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:

2.1.11.1 ENGINEER shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to COUNTY, based on such observations, inspections and review, that the work has progressed to the point indicated, and that, in accordance with the standard of care referenced herein, the work is in compliance with the Contract Documents. This recommendation will be subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation. In the case of unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.1.12 By recommending any payment, ENGINEER represents that the quality and quantity of Contractor(s) work, as it has been furnished and performed is in compliance with the Contract Documents.

2.1.13 Contractor(s) Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents. Such review by the ENGINEER is to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with the Contract Documents; and ENGINEER shall transmit them to COUNTY with written comments.

2.1.14 Asbestos. ENGINEER shall not specify any materials which contain Asbestos. In addition, as part of the project close-out, ENGINEER shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that ENGINEER should have reasonably known.

2.1.15 Inspections. ENGINEER shall conduct inspections and conduct and/or observe any tests necessary to determine if the work is substantially complete. A final inspection

will be made to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to COUNTY and the Contractor(s) that the work is acceptable and in compliance with the Contract documents.

## 2.2 Operational Phase

If required by Consultant Service Authorization and after written authorization to proceed, ENGINEER shall:

2.2.1 Provide assistance in the closing of any financial or related transaction for the project.

2.2.2 Provide assistance in connection with the start-up, refining and adjusting of any equipment or system, including performing a final inspection at the end of the warranty period.

2.2.3 In company with COUNTY, visit the project to inspect and point out any apparent defects in the completed construction, assist COUNTY in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work, including assisting the COUNTY during warranty of the project(s).

2.2.4 Assist COUNTY in training COUNTY'S staff to operate and maintain the project.

2.2.5 Assist COUNTY in developing systems and procedures for control of the operation and maintenance of and record keeping for the project.

2.2.6 Prepare a set of reproducible record drawings (as-builts) and Autocad diskettes showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER confirmed by ENGINEERS observations and inspections and which ENGINEER considers significant.

2.2.7 If COUNTY designates a person to represent COUNTY at the site who is not ENGINEER or ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Contract before such services begin.

## **SECTION 3 - ADDITIONAL SERVICES OF ENGINEER**

### **3.1 Services Requiring Authorization in Advance**

Only if authorized in writing by COUNTY, and not included in basic services, may ENGINEER receive additional compensation for furnishing or obtaining additional Services of the types listed in paragraphs 3.1.1. through 3.1.6, inclusive.

3.1.1 Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental impact statements.

3.1.2 Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to changes in size, complexity of COUNTY'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or order enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER'S control. Such services may be additional services provided such services are not required as the result of any act, error or omission of the ENGINEER.

3.1.3 Providing renderings or models for COUNTY'S use.

3.1.4 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

3.1.5 Preparing to serve or serving as a consultant or witness for COUNTY in any litigation involving the project (except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2; or in situations where ENGINEER may be responsible due to incompetence, errors, omissions, or fraud).

3.1.6 Services in connection with work directive changes and change orders to reflect changes requested by COUNTY, which require additional design services from the ENGINEER.

### **3.2 Resident Project Representative**

3.2.1 General. The ENGINEER and the ENGINEER'S Project Representative have authority to act on behalf of the COUNTY only to the extent provided in contractual agreements to which the ENGINEER is a party. The Project Representative shall confer with the ENGINEER at intervals and on occasions appropriate to the stage of construction. The Project Representative shall communicate with the COUNTY through, or as directed by, the ENGINEER and shall not communicate with subcontractors unless authorized by the Contractor and the ENGINEER.

### 3.2.2 Duties and Responsibilities

- a) Observe and inspect the progress and quality of the work as is necessary at that stage of construction to determine that it is proceeding in accordance with the Contract Documents. Record results of observations and inspections. Notify the ENGINEER immediately if work does not conform to the contract documents or requires special inspection or testing.
- b) Verify that all construction improvements are installed at the vertical and horizontal positions shown in the contract documents.
- c) Monitor the construction schedule and report to the ENGINEER conditions which may cause delay in completion.
- d) Review Contract Documents with the Contractor's superintendent. Obtain necessary interpretations from the ENGINEER and transmit them to the Contractor.
- e) Consider the Contractor's suggestions and recommendations, evaluate them and submit them, with recommendations, to the ENGINEER for a final decision.
- f) Attend meetings as directed by the ENGINEER and report to the ENGINEER on the proceedings.
- g) Observe tests required by the Contract Documents. Record and report to the ENGINEER on test procedures and, where applicable, the results. Verify accuracy of testing invoices to be paid by the COUNTY.
- h) Maintain all records at the construction site in an orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Authorizations, ENGINEER's Supplemental Instructions, reports of site conferences, Shop Drawings, Product Data, Samples, supplementary drawings, color schedules, requests for payment, and names and addresses of Contractors, subcontractors and principal material suppliers.
- i) Keep a diary or log book recording the following:
  - 1. The Project Representative's time and activities related to the project.
  - 2. Weather conditions.
  - 3. Time, nature and specific location, and quantity of work being performed by Contractor.
  - 4. Equipment on site, equipment in use, contractor's manpower on site and contractor's supervision on site.

5. Verbal interpretations given to the Contractor, if any and specific observations, inspections or tests performed. Record any occurrence or work that might result in a claim for a change in contract sum or contract time. Maintain a list of visitors, their titles, and time and purpose of their visit.
- j) Assist the ENGINEER in reviewing shop drawings, product data and samples. Notify the ENGINEER if any portion of the work requiring shop drawings, product data or samples is commenced before such submittals have been approved by the ENGINEER. Receive and log Samples which are required to be furnished at the site, notify the ENGINEER when they are ready for examination, and record the ENGINEER'S approval or other action. Maintain custody of approved Samples.
- k) Review the Contractor's record drawings at intervals appropriate to the stage of construction, and notify the ENGINEER of any apparent failure by the Contractor to maintain up-to-date records.
- l) Review Applications for Payment submitted by the Contractor and forward them to the ENGINEER with recommendations for disposition.
- m) Coordinate facilities tie ins, shut downs and work of others with the COUNTY and the Contractor.
- n) Review the list of items to be completed or corrected, which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Inspect the work and if the list is accurate, forward it to the ENGINEER for final disposition; if not, so advise the ENGINEER, and if directed by Engineer, return the list to the Contractor for correction.
- o) Review and report to the ENGINEER on conditions of the portions of the project being occupied or utilized by the COUNTY or separate contractors, to minimize the possibility of claims for damages.
- p) Assist the ENGINEER in final inspection of the work. Receive from the Contractor and prepare for transmittal to the COUNTY the documentation the Contractor is required to furnish at the completion of the work.

### 3.2.3 Limitations of Authority

The Project Representative shall NOT:

- a) Authorize deviations from the Contract Documents.
- b) Approve substitute materials or equipment except as authorized in writing by the ENGINEER.

- c) Personally conduct or participate in tests or third party inspections except as authorized in writing by the ENGINEER.
- d) Assume any of the responsibilities of the Contractor's superintendent or of subcontractors.
- e) Expedite the work for the Contractor.
- f) Advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
- g) Authorize or suggest that the COUNTY occupy the project in whole or part.
- h) Issue a Certificate for Payment or Certificate of Substantial Completion.
- i) Prepare or certify to the preparation of Record Drawings.
- j) Reject work or require special inspection or testing except as authorized in writing by the ENGINEER.
- k) Order the Contractor to stop the work or any portion thereof.

### 3.3 COUNTY's Responsibilities

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

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

3.3.2 As requested, in writing, by ENGINEER, provide criteria and information as to COUNTY'S requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which COUNTY will require to be included in the Drawings and Specifications.

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

3.3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER. If requested by ENGINEER render in writing decisions pertaining thereto within such time as may be identified by ENGINEER. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

3.3.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3.3.6 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.3.7 Furnish to ENGINEER data or estimated figures as to COUNTY'S anticipated costs for services to be provided by others for COUNTY (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.3.8 Attend the pre-bid conference, bid opening, pre-construction conferences, and substantial completion inspections and final completion inspections.

3.3.9 Give prompt written notice to ENGINEER whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect or non-conformance in the work of any Contractor.

#### **SECTION 4 - PERIODS OF SERVICE**

4.1 The period of service shall commence upon the effective date of this Contract and continue until completion of all phases of any outstanding service authorization issued within the period of this Contract, unless otherwise terminated as provided herein.

4.2 After acceptance by COUNTY of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the project desired by COUNTY and upon written authorization from COUNTY, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the period indicated in each service authorization.

4.3 After acceptance, for payment purposes, by COUNTY of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the project desired by COUNTY, and upon written authorization from COUNTY, ENGINEER shall proceed with the performance of the services called for in the Construction Document Phase. ENGINEER shall deliver Construction Documents and a revised opinion of probable Construction Costs for all work of Contractor(s) on the project within the period indicated in each service authorization.

4.4 ENGINEER'S services under the Study and Report Phase, Preliminary Design Phase and Construction Document Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted for payment by COUNTY or (2) forty-five days after the date when such submissions are delivered to COUNTY for final payment. In each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the project or to make any changes requested by the COUNTY shall be allowed.

4.5 After acceptance by COUNTY of the ENGINEER'S Drawings, Specifications and other Construction Documents Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).

4.6 The Construction Management Services Phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the project involves more than one prime contract.

4.7 The Operational Phase will commence during the Construction Phase and will terminate upon expiration of all warranties.

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

4.9 If ENGINEER'S services for design or during construction of the project are delayed or suspended in whole or in material part by COUNTY for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall be entitled to an equitable adjustment in compensation. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER'S services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), COUNTY and ENGINEER shall, prior to commencement of the Construction Documents Phase, develop a schedule for performance of ENGINEER'S services during the Construction Document, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in service authorization.



## SECTION 5 - PAYMENTS TO ENGINEER

5.1 The total amount to be paid by the COUNTY under this Contract and method of payment shall be set forth on each CONSULTANT SERVICE AUTHORIZATION. For those CONSULTANT SERVICE AUTHORIZATIONS that are not fixed price, the ENGINEER shall notify the COUNTY in writing when 75% of the "not to exceed amount" has been reached on each CONSULTANT SERVICE AUTHORIZATION. The ENGINEER will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth for services rendered toward the completion of the Scope of Work on each CONSULTANT SERVICE AUTHORIZATION. Where incremental billings for partially completed items is permitted, the total incremented billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

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

5.3 Fixed Price Method of Payment: Whenever possible, the scope of services for services, projects or programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and ENGINEER shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Should the COUNTY deem that a change in the scope of services is appropriate, then a decrease or increase shall be agreed to in writing. Prior to execution of a fixed price authorization, the ENGINEER shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, reimbursable, overhead and profit as part of the fixed price.

5.4 Computation of Time Charges/Not to Exceed Method of Payment: When a service is to be compensated for on a time charge/not to exceed basis, the ENGINEER will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates which shall not exceed established hourly rates as shown in Exhibit B attached hereto, plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the total not to exceed cost amount.

5.5 The COUNTY agrees to pay the ENGINEER compensation for services rendered based upon the established actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor of 3.0. The labor rates, overhead and profit factors may be subject to audit. The scheduled range of hourly raw labor rates by labor category as set forth in Exhibit B is attached hereto and made a part hereof. The rates listed in Exhibit B shall remain in effect for a period of one year from the effective date of the CONTRACT.

At the end of each one year period, the rates may be negotiated and if the cost of living index supports an increase, an increase of up to five percent (5%) may be allowed for each one year term thereafter.

5.6 Subcontractual service shall be invoiced at the actual fees paid by the ENGINEER plus an additional cost of Ten Percent (10%) for these services to compensate ENGINEER, for the procuring and management of the sub-consultant, and for the other financial and administrative costs. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the subcontractual work. Consulting time for processing and management of the sub-consultant shall not be included in direct costs.

5.7 "Out-of-pocket" expenses will be reimbursed up to the not-to-exceed amount identified on each CONSULTANT SERVICE AUTHORIZATION. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the ENGINEER or ENGINEER'S independent professional associates directly or indirectly in connection with the work. All reimbursable expenses will be estimated up front at the time of negotiating each CONSULTANT SERVICE AUTHORIZATION. All requests for payment of "out-of pocket" expenses eligible for reimbursement under the terms of the Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in each CONSULTANT SERVICE AUTHORIZATION. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

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

## **SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST**

### **6.1 Construction Cost**

6.1.1 The construction cost of the entire project (herein referred to as "Construction Cost") means the total cost to COUNTY of those portions of the entire project designed and specified by ENGINEER, but it will not include ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless the Contract so specifies. It will not include COUNTY'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the project or the cost of other services to be provided by others to COUNTY.

6.1.2 If required by Department Director, there shall be a Construction Budget Cap as set forth in each CONSULTANT SERVICE AUTHORIZATION for each project and the ENGINEER agrees to maintain this amount or he/she shall redesign at no cost to the COUNTY until construction and demolition can be achieved within this limit. The program shall not be lessened by design requirements to decrease costs without the express written approval of the Department Director or his Designee. Similarly, "Add" Alternates for program requirements are not allowable in order for the ENGINEER to lessen costs to meet the Fixed Limit Construction Budget Cap.

## 6.2 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry.

## SECTION 7 - GENERAL CONSIDERATION

### 7.1 Standard of Care

The ENGINEER has, during the selection and negotiation process which has preceded this agreement, represented to COUNTY that the ENGINEER is possessed of that level of skill, knowledge, experience and expertise that is commensurate with ENGINEERING firms of national repute in the areas of practice required for this project. ENGINEER acknowledges that COUNTY has relied on ENGINEER's representations of skill, knowledge, experience and expertise. By executing this contract, ENGINEER agrees that ENGINEER will exercise that degree of care, knowledge, skill, and ability as is commensurate with ENGINEERING firms of national repute in the areas of practice required for this project. ENGINEER shall perform such duties as may be assigned without neglect. ENGINEER covenants with COUNTY to cooperate with COUNTY and to utilize ENGINEER's skill, efforts and judgment commensurate with ENGINEER firms of national repute in the areas of practice required for this project. ENGINEER agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY's interests and consistent with the COUNTY'S stated objectives and recognized professional ENGINEER standards.

ENGINEER further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the project.

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

The ENGINEER shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs except as provided in the Construction Documents.

## 7.2 Termination

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

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

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

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

### 7.3 Truth-in-Negotiation Certificate

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following final payment. COUNTY has the authority and right to audit ENGINEER'S records under this provision.

### 7.4 Personnel

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

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

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

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

#### 7.4.2 ENGINEER'S Representative

Within ten (10) days of executing each Consultant Service Authorization, the ENGINEER shall advise the COUNTY of the name of the Project Engineer and Resident Project Representative. The Project Engineer and Resident Project Representative shall devote such time as may be necessary to the project and as may be appropriate to and consistent with full and timely performance of this Contract. These individuals shall be assigned to the project through final acceptance of construction. Neither the Project Engineer nor the Resident Project Representative shall be removed from his/her responsibilities on this project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the ENGINEER'S designated Project Engineer and Resident Project Representative and the right to require the ENGINEER to replace its

designated Project Engineer or Resident Project Representative with another individual acceptable to the COUNTY.

#### 7.5 Small Business Enterprises

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 subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENGINEER is encouraged to seek small business enterprises for participation in subcontracting opportunities.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The Engineer agrees to a minimum SBE participation of 15%.

The ENGINEER 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 ENGINEER incorporates Schedule 1 (participation of SBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names addresses, scope of work, dollar value of the SBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed SBE sub-consultants on Schedule 1 agreeing to perform the contract at the listed dollar value.

The ENGINEER 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 ENGINEER understands that it is the responsibility of the department letting the contract and OSBA to monitor compliance with the SBE Ordinance requirements. In that regard, the ENGINEER agrees to furnish progress payment reports to both parties on the progress of the SBE participation on each pay application submitted.

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

After contract award, the ENGINEER will only be permitted to replace a certified SBE sub-consultant who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the proposed SBE percentages submitted with the bid. Requests for substitutions must be submitted to the department issuing the request for proposal and the OSBA.

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

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

The ENGINEER shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the ENGINEER prior to receipt of any further progress payments. During the contract and upon completion of the contract, the COUNTY may request documentation to certify payment to subcontractors, subconsultants or suppliers prior to making progress payments. This provision in no way creates any contractual relationship between any subcontractors, subconsultants or supplier and the COUNTY or any liability on the COUNTY for the contractor's failure to make timely payment to the subcontractor, subconsultant or supplier.

#### 7.6 Non-Discrimination

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

#### 7.7 Independent Contractor Relationship

The ENGINEER 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 ENGINEER'S sole direction, supervision, and control. The ENGINEER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENGINEER'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 ENGINEER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this contract.

#### 7.8 Contingent Fees

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER 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 ENGINEER, any fee, commission, percentage, fit, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### 7.9 Authority to Practice

The ENGINEER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all

times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

#### 7.10 Federal and State Tax

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

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

#### 7.11 Availability of Funds

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

#### 7.12 Insurance

7.12.1 ENGINEER 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. ENGINEER shall agree to provide the COUNTY with at least ten (10) days 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 ENGINEER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENGINEER under the contract.

7.12.2 Commercial General Liability ENGINEER shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. ENGINEER shall provide this coverage on a primary basis.

7.12.3 Business Automobile Liability ENGINEER shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event ENGINEER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing ENGINEER 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. ENGINEER shall provide this coverage on a primary basis.

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



7.12.5 Professional Liability ENGINEER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$3,000,000** 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 ENGINEER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, ENGINEER 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, ENGINEER shall purchase a SERP with a minimum reporting period not less than 3 years. ENGINEER shall provide this coverage on a primary basis.

7.12.6 Additional Insured ENGINEER 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." ENGINEER shall provide the Additional Insured endorsements coverage on a primary basis.

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

7.12.8 Certificate(s) of Insurance Prior to execution of this Contract, ENGINEER shall deliver to the COUNTY 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  
c/o Maurice Tobon, P.E.  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

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

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

### 7.13 Disclosure and Ownership of Documents

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

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENGINEER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. However, ENGINEER will incur and assume no liabilities for modification or reuse unless ENGINEER agrees with and is compensated for said reuse.

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

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.

### 7.14 Remedies

7.14.1 This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be brought in a State court of competent jurisdiction located in Palm Beach County.

With the exception of the choice of law and venue provisions, no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

7.14.2 The ENGINEER shall indemnify and hold harmless the COUNTY, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

#### 7.15 Conflict of Interest

The ENGINEER 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 Florida Statutes 112.311. The ENGINEER further represents that no person having any interest shall be employed for said performance.

The ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the ENGINEER'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 ENGINEER 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 ENGINEER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENGINEER, the COUNTY shall so state in the notification and the ENGINEER 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 ENGINEER under the terms of this Contract.

#### 7.16 Excusable Delays

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

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

#### 7.17 Arrears

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

#### 7.18 Modifications of Work

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

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

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

#### 7.19 Notice

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

Maurice Tobon, P.E., Director, Engineering Division  
c/o Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

with copy to:

Bevin Beaudet, P.E., Utilities Director  
c/o Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33413

and if sent to the ENGINEER shall be mailed to:

Rafael E. Frias III, PE  
Senior Project Manager and Client Director  
1300 Concord Terrace, Suite 120  
Sunrise, FL 33323

#### 7.20 Severability

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

#### 7.21 Entirety of Contractual Agreement

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

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

- Exhibit A - Scope of Work
- Exhibit B - Hourly Rates
- Exhibit C - SBE Schedules 1 and 2
- Exhibit D - Insurance Certificates
- Exhibit E - Example CSA

#### 7.22 Successors and Assigns

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

#### 7.23 Public Entity Crimes

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

#### 7.24 AutoCAD Diskettes

ENGINEER agrees to provide COUNTY an electronic copy of the AutoCAD disk used by ENGINEER to develop the final Contract Documents and an electronic copy of the record drawings. The hard copy of the Contract Documents containing the ENGINEER'S professional engineering stamp shall take precedence over the AutoCAD disk.

#### 7.25 Proprietary Information

Notwithstanding any other provision of this Contract, All of ENGINEER'S pre-existing or proprietary computer programs or software developed by ENGINEER outside of this Contract shall remain the exclusive property of ENGINEER.

#### 7.26 Criminal History Records Check

The CONSULTANT shall comply with the provisions of Section 2-371, Palm Beach County Code, known as 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 the resolutions referenced in the Ordinance. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based on criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history records checks, the CONSULTANT shall be solely responsible for the financial schedule, and staffing implications associated in complying with the Ordinance.

#### 7.27 Inspector General Review

The COUNTY has established the Office of the Inspector General, Section 2-421, Palm Beach County Code, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, 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.

7.28 Scrutinized Companies.

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof Engineer certifies that they, their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by Engineer, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

7.29 Books and Records; Audit Rights

Engineer shall at all times during the term of this Agreement keep and maintain (separate from any of Engineer's other books, records and accounts), accurate and complete records pertaining to the design, development, and construction work, (including, without limitation, all drawings, specifications, Change Orders, Shop Drawings, Product Data Sheets, Samples, correspondence, email, text messages, meeting minutes, and progress, cost, and manpower schedules) and all such other matters referenced in this Contract. COUNTY and its representatives shall have, during normal business hours and upon reasonable advance notice, access to such the books and records of Engineer which shall be produced in Palm Beach County.

The obligation of Engineer under this Section 7.29 to maintain, and to provide COUNTY and its representative's access to, the books and records shall survive the expiration or earlier termination of this Contract for a minimum period of four (4) years. In the event that Engineer is aware of any question, dispute, or litigation arising out of this Contract, Engineer shall maintain all records until such time as all questions, disputes, or litigation has been finally resolved.

At any time during the Project, and for a period of four (4) years following the Completion of Construction, COUNTY shall have the right to inspect, copy, and audit the books and records of Engineer with respect to any aspect of the design and construction of the Project.

**(THIS SPACE IS INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENGINEER has hereunto set its hand the day and year above written.

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

WITNESS:  
Ashley Tucker  
Signature

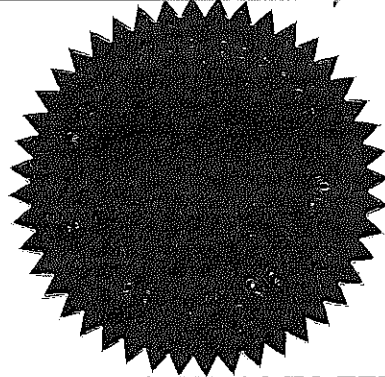
ENGINEER:  
[Signature]  
Signature

Ashley Tucker  
Name (type or print)

Brent Reuss  
Name (type or print)

Senior Vice President  
Title

Black & Veatch Corporation  
Firm



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: [Signature]  
Department Director



## Exhibit A - Scope of Work

Provide engineering and consulting services as needed for sustainability and strategic planning projects and programs within the Water Utilities Department:

- A. Optimization of operations
  - B. Energy efficiency
  - C. Alternative energy
  - D. Greenhouse gas emissions
  - E. Asset management
  - F. Climate change mitigation and adaptation
  - G. Green infrastructure
  - H. Strategic planning
  - I. Community outreach
  - J. Capital planning
  - K. Technology improvements
  - L. Other related services
-

**Exhibit B - Hourly Rates - Calendar Year 2014**  
**Professional Engineering Services for Sustainability**  
**and Strategic Planning Consulting Services**

| <b>POSITION TITLE</b>       | <b>MAXIMUM<br/>RAW SALARY<br/>RATES, (\$/HR)</b> |
|-----------------------------|--|
| Project Director            | \$117.00   |
| Senior Project Manager      | \$75.00  |
| Project Manager             | \$61.78  |
| Senior Technical Specialist | \$88.84  |
| Technical Specialist        | \$70.88  |
| Senior Engineering Manager  | \$66.92  |
| Engineering Manager         | \$57.40  |
| Senior Engineer             | \$51.06  |
| Project Engineer            | \$44.94  |
| Staff Engineer III          | \$38.46  |
| Staff Engineer II           | \$35.10  |
| Staff Engineer              | \$31.91  |
| Senior Engineer Technician  | \$38.30  |
| Engineering Technician      | \$31.84  |
| Professional Architect      | \$53.31  |
| Senior Administrator        | \$30.16  |
| Administrative Assistant    | \$26.02  |



**LIST OF PROPOSED SBE-M/WBE CONSULTANT/SUBCONSULTANTS**

PROJECT NAME: Sustainability and Strategic Planning Consulting Services

PROJECT NO. WUD 14-001

NAME OF PRIME CONSULTANT: Black & Veatch Corporation

DESCRIPTION OF WORK: Engineering and consulting services as needed for sustainability and strategic planning projects and programs.

**PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF CONSULTANT/SUBCONSULTANTS**

| Name, Address and Phone Number   | (Check one or both Categories)      |                                     | Consultant/Subconsultant Percentage of Work |            |       |           |                           |
|--|-------------------------------------|-------------------------------------|---|------------|-------|-----------|---------------------------|
|  | <u>M/WBE</u>                        | <u>SBE</u>                          | Black                                       | Hispanic   | Women | Caucasian | Other<br>(Please Specify) |
| 1. Hillers Electrical Engineering, Inc.<br>23257 SR 7, Ste 100, Boca Raton, FL 33238<br>(561) 451-9165 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | _____                                       | <u>X</u>   | _____ | _____     | _____                     |
| 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                                       | <u>15%</u> | _____ | _____     | _____                     |
| Total SBE-M/WBE Participation  |                                     | <u>15%</u>                          | %   |            |       |           |                           |

- NOTE: 1. The percentages listed on this form must be supported by the subconsultant 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.

Exhibit C

SCHEDULE 2

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

PROJECT NUMBER: WUD 14-001

PROJECT NAME: Sustainability and Strategic Planning Consulting Services

TO: Black & Veatch Corporation  
(Name of Prime Consultant)

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

Small Business Enterprise (SBE)  Minority Business Enterprise (M/WBE)

Black  Hispanic  Women  Caucasian  Other (Please Specify)

Date of Palm Beach County Certification: 10/17/2012

\*CCNA – State Certified Minority Business

The undersigned is prepared to perform the following described work in connection with the above project and will enter into a formal agreement for work with you, conditioned upon execution of a contract with Palm Beach County.

(Specify in detail particular work items or parts thereof to be performed)

Electrical Engineering Services

Total SBE-M/WBE Participation 15% %

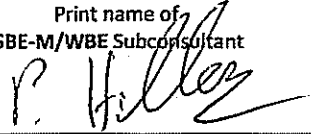
If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontractor must be stated:

None

The undersigned subcontractant understands that the provision of this form to Prime Consultant does not prevent subcontractant from providing quotations to other.

Hillers Electrical Engineering, Inc.

Print name of  
SBE-M/WBE Subconsultant

By:   
(Signature)

Paul F. Hillers, President

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

Date: September 24, 2013

Exhibit D



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2014

DATE (MM/DD/YYYY)  
11/26/2013

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

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

PRODUCER Lockton Companies, LLC-1 Kansas City  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

|  |                |
|--|----------------|
| CONTACT NAME:                                |                |
| PHONE (A/C, No, Ext):                        | FAX (A/C, No): |
| E-MAIL ADDRESS:                              |                |
| INSURER(S) AFFORDING COVERAGE                |                |
| INSURER A: Zurich American Insurance Company | NAIC # 16535   |
| INSURER B:                                   |                |
| INSURER C:                                   |                |
| INSURER D:                                   |                |
| INSURER E:                                   |                |
| INSURER F:                                   |                |

INSURED 1058332 BLACK & VEATCH CORP  
11401 LAMAR  
OVERLAND PARK KS 66211  
Frias, Rafael

COVERAGES BLAVE01 CERTIFICATE NUMBER: 12692039 REVISION NUMBER: XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER                            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|--|-------------------------|-------------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><b>CONTRACTUAL</b><br><input checked="" type="checkbox"/> BFPD & C/O & XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y         | Y        | GLO 4641358                              | 11/1/2013               | 11/1/2014               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | N         | Y        | BAP 4641355 (AOS)                        | 11/1/2013               | 11/1/2014               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |           |          | NOT APPLICABLE                           |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | WC 4641353 (AOS)<br>WC 4641354 (WI & MA) | 11/1/2013<br>11/1/2013  | 11/1/2014<br>11/1/2014  | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
GSA Sustainability and Strategic Planning Consulting Services / Proj No: WUD 14-001. Palm Beach County Board of County Commissioners, a political subdivision of the state of Florida, its officers, employees and agents are included as additional insured on General Liability as required by written contract. Waiver of subrogation in favor of additional insd as respects General Liability, Auto Liability and Workers Compensation/Employers Liability as required by written contract.

CERTIFICATE HOLDER  
  
12692039  
Palm Beach County Water Utilities Department  
8100 Forest Hill Blvd  
West Palm Beach FL 33413

CANCELLATION See Attachments  
  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
  
AUTHORIZED REPRESENTATIVE  
  
*Ronald J. Foster*

POLICY NUMBER: GLO 4641358

ADDITIONAL INSURED - AUTOMATIC - OWNERS, LESSEES OR CONTRACTORS

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

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

- A. Section II - Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B.** The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under **SECTION I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions: or
  2. The acts or omissions of those acting on your behalf: and resulting directly from:
    - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
    - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C.** However, regardless of the provisions of paragraphs **A.** and **B.** above:
1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement: and
  2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D.** The insurance provided to the additional insured person or organization does not apply to:  
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

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

**E.** The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim:
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

**F.** For the coverage provided by this endorsement:

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

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

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

This insurance is excess over:

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

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

Any provisions in the Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

U-GL-1175 A CW (9/03)

Miscellaneous Attachment: M105489  
Certificate ID: 12692039

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POLICY NUMBER: GLO 4641358

COMMERCIAL GENERAL LIABILITY

CG 24 04 10 93

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of person or Organization:**

**ANY PERSON OR ORGANIZATION WHERE REQUIRED BY CONTRACT**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

Copyright, Insurance Services Office, Inc. 1992

Page 1 of 1

Policy Number: BAP 4641355

**ZURICH AMERICAN INSURANCE COMPANY  
Waiver Of Subrogation (AUTO) Endorsement**

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

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Truckers Coverage Form  
Garage Coverage Form  
Motor Carrier Coverage Form**

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT REQUIRE A WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

The following is added to the **Transfer of Rights of Recovery Against Others To Us Condition:**

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

U-CA-320-B CW (4/94)

Policy Number: WC 4641353  
WC 4641354

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
(Ed. 4-84)

WC 00 03 13

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

BLANKET - WHERE REQUIRED BY CONTRACT OR AGREEMENT

WC 00 03 13 ( Ed. 4-84)



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2014

DATE (MM/DD/YYYY)  
11/26/2013

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

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

**PRODUCER** Lockton Companies, LLC-1 Kansas City  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000

**CONTACT NAME:**  
**PHONE (A/C, No, Ext):** **FAX (A/C, No):**  
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE |                             | NAIC # |
|-------------------------------|-----------------------------|--------|
| INSURER A:                    | Lexington Insurance Company | 19437  |
| INSURER B:                    |                             |        |
| INSURER C:                    |                             |        |
| INSURER D:                    |                             |        |
| INSURER E:                    |                             |        |
| INSURER F:                    |                             |        |


**INSURED** 2933 BLACK & VEATCH CORP  
11401 LAMAR  
OVERLAND PARK KS 66211  
Frias, Rafael

**COVERAGES** BLAVE01 **CERTIFICATE NUMBER:** 12692029 **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><hr/> GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX<br>MED EXP (Any one person) \$ XXXXXXXX<br>PERSONAL & ADV INJURY \$ XXXXXXXX<br>GENERAL AGGREGATE \$ XXXXXXXX<br>PRODUCTS - COMP/OP AGG \$ XXXXXXXX<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          | NOT APPLICABLE |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |           |          | NOT APPLICABLE |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      | NOT APPLICABLE |                         |                         | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX   |
| A        | <b>PROFESSIONAL LIABILITY</b>  | N         | N        | 026030198      | 11/1/2013               | 11/1/2014               | \$3,000,000 EACH CLAIM AND IN THE ANNUAL AGGREGATE FOR ALL PROJECTS  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
GSA Sustainability and Strategic Planning Consulting Services / Proj No: WUD 14-001, Retro Date: 1915

| CERTIFICATE HOLDER   | CANCELLATION  |
|--|---|
| <b>12692029</b><br>Palm Beach County Water Utilities Department<br>8100 Forest Hill Blvd<br>West Palm Beach FL 33413 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |



PROJECT NO. \_\_\_\_\_ AUTHORIZATION NO. \_\_\_\_\_

Budget Line Item No. \_\_\_\_\_

8. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated \_\_\_\_\_ with an effective date of \_\_\_\_\_ remain in full force and effect.

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

CONSULTANT:

PALM BEACH COUNTY

FIRM: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Signed)

CONSULTANT SERVICE AUTHORIZATION NO. \_\_\_\_\_

**PALM BEACH COUNTY WATER UTILITIES DEPARTMENT  
PROFESSIONAL ENGINEERING SERVICES**

**SCOPE OF WORK FOR ....**

**INTRODUCTION**

Palm Beach County (COUNTY) entered into an agreement entitled Contract for Professional Engineering Services - Palm Beach County Utilities Department Project No. WUD XXXXX (CONTRACT) with XXXXXX (CONSULTANT) to provide professional engineering services for various general activities on (Reference Document \_\_\_\_\_). This Consultant Service Authorization will be performed under that CONTRACT.

This Consultant Services Authorization encompasses providing services related to the.....

**BACKGROUND .....**

**SCOPE OF SERVICES**

CONSULTANT shall perform the engineering Scope of Services as described herein.....

**SCOPE OF SERVICES .....**

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**COMPENSATION .....**

**M/WBE/SBE PARTICIPATION**

As prescribed under Section 7.5 of the CONTRACT, M/WBE/SBE participation is included in Attachment C under this Authorization. The attached Schedule 1 defines the SBE-M/WBE participation.

|                       |                                    |
|-----------------------|------------------------------------|
| <b>ATTACHMENT – A</b> | <b>Budget Summary</b>              |
| <b>ATTACHMENT – B</b> | <b>Project Schedule</b>            |
| <b>ATTACHMENT – C</b> | <b>SBE-M/WBE Schedules 1&amp;2</b> |
| <b>ATTACHMENT – D</b> | <b>Location Map</b>                |
| <b>ATTACHMENT – E</b> | <b>Authorization Status Report</b> |

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