

**CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN PALM BEACH COUNTY
AND CDM SMITH INC. FOR
STORMWATER GIS MAPPING STUDY
PROJECT # 2020601**

This Contract for Stormwater GIS Mapping Study (PROJECT) is made as of the _____ day of _____, 20____ (CONTRACT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and CDM Smith Inc., a foreign for profit company (CONSULTANT) whose Federal ID is 04-2473650 (individually Party and collectively Parties).

The COUNTY intends to conduct a **Stormwater GIS Mapping Study**, Project No. **2020601** (PROJECT).

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

The following Exhibits are attached to and made a part of this CONTRACT.

Exhibit A - Scope of Work including Work Schedule

Exhibit B - Fee Schedule

Exhibit C – Affirmative Procurement Initiatives for Professional Services Contracts

Exhibit D – OEBO Schedules 1 and 2

ARTICLE 1 - SERVICES

1.1 GENERAL - The CONSULTANT'S responsibility under this CONTRACT is to provide professional/consultation services in the area of civil engineering study, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

1.1.1 The COUNTY'S representative/liaison during the performance of this CONTRACT shall be Morton L. Rose, P.E., telephone no. (561) 684-4150. This person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY policies and decisions with respect to the CONSULTANT'S services for the PROJECT.

1.1.2 The CONSULTANT'S representative/liaison during the performance of this CONTRACT shall be Suzanne Mechler telephone no. (561)-571-3756.

1.2 - BASIC SERVICES - The CONSULTANT shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by the Americans with Disabilities Act (ADA), American Association of State Highway and Transportation Officials (AASHTO), the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. Plans shall be based on the North American Datum of 1983 (NAD 83) 1990 Adjustment and the North American Vertical Datum of 1988 (NAVD 88). Plans shall be accurate, legible, complete in design, drawn to scale, and shall be suitable for bidding purposes, unless otherwise stated in **Exhibit A**.

1.2.1 The CONSULTANT has, during the selection and negotiation process which has preceded this CONTRACT, represented to the COUNTY that the CONSULTANT 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. The CONSULTANT acknowledges that the COUNTY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this CONTRACT, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT covenants with the COUNTY to cooperate with the COUNTY and to utilize the CONSULTANT'S skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this PROJECT. The CONSULTANT 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 engineering standards.

1.2.2 Prior to commencement of study/design, the CONSULTANT shall become familiar with the needs of COUNTY Microstation standards, obtain any seed or Microstation files, CADD standards, and standard sheets so that Microstation deliverables can be utilized by the COUNTY. CONSULTANT shall submit electronic files (in Microstation compatible format and Adobe PDF format) of the study/design, survey, and any related data used for the PROJECT, with the final document(s) submittal, or when otherwise directed by COUNTY.

1.2.3 The CONSULTANT shall provide to the COUNTY all cost summaries/estimates and Summary of Pay Items in an electronic file (as requested). The CONSULTANT shall apply descriptions to the pay items as called out in the COUNTY'S Standard Nomenclature listing, which is available on the following website <http://discover.pbcgov.org/engineering/roadwayproduction/Pages/CCNA.aspx>.

Since CONSULTANT 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, the CONSULTANT'S opinions of probable construction cost provided for herein are to be made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by the CONSULTANT. If prior to the Bidding or Negotiating Phase, the COUNTY wishes greater assurance as to construction costs, the COUNTY shall employ an independent cost estimator.

1.3 – REIMBURSABLE SERVICES – These services shall be listed in the Fee Schedule, **Exhibit B** and will include such fixed cost items as permit fees, reprographics fees, and certain subconsultant fees as negotiated.

1.4 – OPTIONAL SERVICES – REQUIRING AUTHORIZATION IN ADVANCE If authorized in writing by the COUNTY'S authorized representative, the CONSULTANT shall furnish or obtain from others Optional Services. These services shall be listed in the Fee Schedule, **Exhibit B** and will include such items as post design services, contingent services and certain subconsultant fees as negotiated. These will be paid for by the COUNTY, only when specifically authorized and in accordance with Article 3 of this Contract.

1.5 - SUPPLEMENTAL SERVICES- REQUIRING AUTHORIZATION IN ADVANCE - If authorized in writing by the COUNTY'S authorized representative, the CONSULTANT shall furnish or obtain from others services of the types listed below in paragraphs 1.5.1 through 1.5.9 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Schedule, **Exhibit B**. These will be paid for by the COUNTY, only when specifically authorized and in accordance with Article 3 of this CONTRACT.

- 1.5.1** Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT.
- 1.5.2** Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the COUNTY.
- 1.5.3** Services resulting from significant changes in the general scope, extent or character of the PROJECT including, but not limited to:
- change in PROJECT size
 - change in PROJECT complexity
 - change in the COUNTY'S schedule
 - change in the character of construction
 - change in the method of financing
 - revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations,

ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control

- 1.5.4 Preparing documents for alternate bids requested by the COUNTY for contractor(s) work which is not executed or documents for out-of-sequence work.
- 1.5.5 Furnishing the services of a special consultant for any services not covered in **Exhibit A**.
- 1.5.6 Services during out-of-town travel required of the CONSULTANT other than visits to the site or the COUNTY'S office as required by Section 1.2 of Article 1 of this CONTRACT.
- 1.5.7 Assistance in connection with a bid protest, rebidding or renegotiating a contract for construction, materials, equipment or services.
- 1.5.8 Preparing to serve or serving as a consultant or witness for the COUNTY in any litigation or other legal proceeding involving the PROJECT.
- 1.5.9 Additional services in connection with the PROJECT, including services which are to be furnished by the COUNTY in accordance with Section 1.4 of this CONTRACT, and services not otherwise provided for in this CONTRACT.

1.6 - COUNTY'S RESPONSIBILITY - The COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT.

- 1.6.1 Provide all criteria and full information as to the COUNTY'S requirements for the PROJECT, including study/design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the COUNTY will require to be included in the drawings and specifications.
- 1.6.2 Assist the CONSULTANT by providing all available information pertinent to the PROJECT including previous reports and any other data relative to study/design or construction of the PROJECT.
- 1.6.3 Furnish to the CONSULTANT the deliverables listed in **Exhibit A**.
- 1.6.4 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required for the CONSULTANT to perform services under this CONTRACT.
- 1.6.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

- 1.6.6 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.
- 1.6.7 Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, and such auditing service as COUNTY may require to ascertain how or for what purpose any contractor has used the monies paid to him.
- 1.6.8 Attend the pre-bid conference, bid opening, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 1.6.9 Give reasonable notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT'S services, or any defect or non-conformance in the work of any contractor.
- 1.6.10 Furnish, or direct the CONSULTANT to provide, Optional or Supplemental Services pursuant to Sections 1.4 and 1.5 of this CONTRACT as required.

ARTICLE 2 - SCHEDULE

2.1 – NOTICE TO PROCEED - The COUNTY will issue a written Notice to Proceed to the CONSULTANT within sixty (60) days of Contract execution by the COUNTY. The CONSULTANT will immediately commence work on the PROJECT and all schedule dates shall be determined from the date of the Notice to Proceed. Final completion of all work under this CONTRACT shall be in accordance with the Schedule, as shown in **Exhibit A**, or as otherwise approved in writing by the COUNTY.

2.2 – DELIVERABLES - Deliverables shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables. Deliverables shall be provided to the County in accordance with the schedule set forth in **Exhibit A**.

ARTICLE 3 - PAYMENTS TO CONSULTANT - The total amount to be paid by the COUNTY under this CONTRACT for all services and materials including, if applicable, out of pocket expenses (specified in paragraph 3.3 below) shall not exceed a total contract amount of Seven Hundred Seventy-four Thousand Three Hundred Eighty-five Dollars and Fifty-six Cents (\$774,385.56). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the not to exceed amount has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B** for services

rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

3.1 – CONTRACT MULTIPLIER – The Contract Multiplier for this CONTRACT is **3.0**. Salary costs times the Contract Multiplier for services rendered by principals and employees assigned to the PROJECT plus all reimbursable expenses shall be utilized in computing fees. Contract Multiplier is defined in Palm Beach County Policy and Procedure Manual CW-F-066.

3.2 - BASIC SERVICES - The COUNTY will pay the CONSULTANT the lump sum of Three Hundred Sixty-three Thousand Six Hundred Sixty-five Dollars and Forty Cents (\$363,665.40) for completion of the Basic Services set forth in **Exhibit A** and **Exhibit B**.

3.3 - REIMBURSABLE OUT-OF-POCKET EXPENSES - Reimbursable Out-of-pocket expenses will be reimbursed up to an amount not to exceed Three Thousand Dollars (\$3,000.00), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in **Exhibit B**.

3.3.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this CONTRACT shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Financial Management and Budget Department. Such documentation shall be sufficient to establish that the expense was incurred and necessary in the performance of the Scope of Work described in this CONTRACT. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this CONTRACT will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

3.3.2 Reimbursable Expenses shall mean the expenses of soils testing, printing and similar PROJECT related items when authorized by the COUNTY, in accordance with law.

3.4 - OPTIONAL SERVICES

The COUNTY will pay the CONSULTANT for completion of the Optional Services set forth in **Exhibit A** and **Exhibit B** when the provision of each service is specifically authorized in writing by the COUNTY. These expenses will not exceed Four Hundred Seven Thousand Seven Hundred Twenty Dollars and Sixteen Cents (\$407,720.16) without additional authorization from the COUNTY.

3.5 – SUPPLEMENTAL SERVICES - Additional services and reimbursable expenses authorizations shall be issued in accordance with COUNTY policies and procedures.

3.5.1 For services rendered by the CONSULTANT'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with Section 1.5.8 of this CONTRACT at the rate of **\$800.00** per day or any portion thereof (but compensation for time spent in preparing to appear in any such

litigation, arbitration or proceeding will be on the basis provided in Section 3.1 of Article 3 of this CONTRACT).

3.6 – INVOICES - Invoices received from the CONSULTANT pursuant to this CONTRACT will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the CONTRACT. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- 3.6.1 Progress reports and/or payment invoices shall be submitted monthly by the CONSULTANT. Payments to the CONSULTANT shall be in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the COUNTY.
- 3.6.2 Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- 3.6.3 Upon satisfactory completion of all Services, including permits, described in this CONTRACT and approval and acceptance of the plans by the COUNTY full payment for all completed Services provided, will be made and the CONTRACT will be closed. If the CONTRACT has an authorization for Post Design Services the CONTRACT will remain open until all Post Design Services (if applicable) are complete.
- 3.6.4 Final payment shall be due and payable to the CONSULTANT upon satisfactory completion, approval and acceptance by the COUNTY, of all the Services described in this CONTRACT, including Post Design Services.
- 3.6.5 Due to the nature of the work flow and the small size of expected projects to be performed by the CONSULTANT, the COUNTY recognizes that the purpose of withholding retainage may not be applicable for all projects and the COUNTY may waive the requirement upon written request from the CONSULTANT.

3.7 - OTHER PROVISIONS CONCERNING PAYMENTS

- 3.7.1 If this CONTRACT is terminated prior to its completion other than due to default on the part of the CONSULTANT, the CONSULTANT shall be paid for Basic Services called for under Section 1 an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in Article 3 of this CONTRACT. Further, the CONSULTANT shall be paid for the completed portion of reimbursable and optional

services authorized under Article 3 of this CONTRACT, in accordance with Section 3.3 and 3.4 of this CONTRACT.

3.7.2 Records of the CONSULTANT'S Salary Costs pertinent to the CONSULTANT'S compensation under this CONTRACT will be kept in accordance with generally accepted accounting practices. Copies will be made available to the COUNTY on request prior to final payment for the CONSULTANT'S services.

3.7.3 The Salary Costs used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged on the PROJECT. Time spent on this PROJECT by stenographers, typists and clerk skills shall not be charged to the PROJECT nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.

3.7.4 In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at

<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

4.1 Signature of this CONTRACT by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this CONTRACT are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

4.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 of this CONTRACT within three (3) years following final payment.

ARTICLE 5 – TERMINATION - This CONTRACT may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of

substantial failure by the COUNTY to perform in accordance with the terms of this CONTRACT through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon ten (10) business days written notice to the CONSULTANT, with the CONSULTANT having five (5) business days to cure, or without cause upon fifteen (15) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this CONTRACT, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

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

ARTICLE 6 - PERSONNEL

- 6.1 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- 6.2 All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- 6.3 Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in **Exhibit A**, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.
- 6.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.
- 6.5 All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.
- 6.6 During the term of this CONTRACT, the COUNTY may require professional services that are the same or similar to those described in this CONTRACT. The COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If the COUNTY so elects, it is mutually understood that the relationship between the CONSULTANT and the COUNTY under

this CONTRACT shall be considered as neither barring the CONSULTANT from, nor granting special consideration to the CONSULTANT, in participating in the selection process for a consultant to provide such additional services.

ARTICLE 7 - SUBCONTRACTING

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

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

7.3 It is the policy of the COUNTY that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the COUNTY adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this CONTRACT. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of CONTRACT;
- Withholding of funds;
- Termination of the CONTRACT based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the CONTRACT, and the dollar value of S/M/WBE participation as actually achieved.

7.4 The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Exhibit C**, including the Request for Proposals (RFP), and the

specifications set forth in CONSULTANT's response, which are both incorporated herein by reference. Failure to comply with this Article 7 is a material breach of this CONTRACT.

- i. CONSULTANT shall report all subconsultant payment information on EBO forms 3a and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subconsultant payment information directly into the COUNTY's contract management system.

CONSULTANT shall pay subconsultants undisputed amounts within ten (10) days after COUNTY pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subconsultant(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

7.5 The CONSULTANT agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

7.6 The Office of EBO has the right to review CONSULTANT's records and interview Subconsultants.

ARTICLE 8 - FEDERAL AND STATE TAX

8.1 The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

8.2 The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this CONTRACT.

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

10.1 CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this CONTRACT, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the CONTRACT.

10.2 Commercial General Liability - CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

10.3 Business Automobile Liability - CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

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

10.5 Professional Liability - CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this CONTRACT. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this CONTRACT, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

10.6 Additional Insured - CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or

its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

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

10.8 Certificate(s) of Insurance - Prior to execution of this CONTRACT, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this CONTRACT have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Engineering Department / Roadway Production
2300 N. Jog Road 3rd Floor West
West Palm Beach, FL 33411

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

10.10 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 insurance policies, including limits, coverages, or endorsements, herein from time to time throughout the term of this CONTRACT. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 – INDEMNIFICATION - CONSULTANT shall indemnify and hold harmless COUNTY, and its officers and employees, from 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the CONTRACT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS - The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this CONTRACT. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this CONTRACT without the prior written consent of the other.

ARTICLE 13 - REMEDIES - This CONTRACT shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the CONTRACT will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

13.1 No provision of this CONTRACT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this CONTRACT, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 14 - CONFLICT OF INTEREST - The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

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

ARTICLE 15 - EXCUSABLE DELAYS - The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

15.1 Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this CONTRACT shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS - The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this CONTRACT.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

17.1 The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this CONTRACT.

17.2 To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this CONTRACT for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

17.3 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.

17.4 Notwithstanding any other provision in this CONTRACT, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit,

pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2 440, as amended.

17.5 Upon completion and acceptance of the final work, the CONSULTANT shall furnish to the COUNTY the original drawings, field notes and all documents and materials prepared by and for the COUNTY under this CONTRACT. The CONSULTANT may keep a reproducible set of the original drawings and shall keep all other data collected during the provision of the services. The COUNTY may, at its expense, obtain copies of any data which the CONSULTANT has accumulated in the process of providing the services on this PROJECT tasks. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT.

17.6 All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this CONTRACT 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.

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

17.8 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.

17.9 - Reuse of Documents - Notwithstanding any breach of this CONTRACT by either party nor the status of payment to the CONSULTANT, 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 the CONSULTANT'S services, or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, 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 CONSULTANT, and wherever located, shall be the property of the COUNTY.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

18.1 The CONSULTANT is, and shall be, in the performance of all work services and activities under this CONTRACT, an Independent Contractor, and not an employee, agent, or servant of the

COUNTY. All persons engaged in any of the work or services performed pursuant to this CONTRACT shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

18.2 The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES - The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this CONTRACT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this CONTRACT.

ARTICLE 20 - ACCESS AND AUDITS

20.1 The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this CONTRACT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

20.2 Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

20.3 Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

21.1 The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the CONTRACT, including any renewals thereof, if applicable, all of its employees

are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the CONTRACT.

21.2 As a condition of entering into this CONTRACT, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this CONTRACT and may result in termination of this CONTRACT, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

CONSULTANT shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE - The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY - If any term or provision of this CONTRACT, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this CONTRACT, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this CONTRACT shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES - As provided in F.S. 287.132-133, by entering into this CONTRACT or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department

of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK - The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this CONTRACT.

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

25.2 If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE - All notices required in this CONTRACT shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

26.1 If sent to the COUNTY, notices shall be addressed to:

Morton L. Rose, P.E.
Palm Beach County Engineering Department
2300 N. Jog Road Room 3W-33
West Palm Beach, FL 33411

With copy to:

Yelizaveta B. Herman
Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

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

CDM Smith Inc.
c/o Suzanne Mechler, P.E., Associate
One Park Place
621 N.W. 53rd Street, Suite 265
Boca Raton, FL 33487

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT - The COUNTY and the CONSULTANT agree that this CONTRACT sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this CONTRACT may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 of this CONTRACT.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

28.1 The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470 and R2015-0572,, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

28.2 This CONTRACT may include sites and/or buildings which have been designated as either critical facilities or criminal justice information facilities pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the CONTRACT and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

28.3 The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS - The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

30.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

30.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

30.3 If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this CONTRACT may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this CONTRACT shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the County to perform services as provided under this CONTRACT.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the CONTRACT, if the Consultant does not transfer the records to the public agency.

D. Upon completion of the CONTRACT the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the CONTRACT, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the CONTRACT, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

**RECORDS REQUEST
PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT
301 N. OLIVE AVENUE
WEST PALM BEACH, FL 33401**

**BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG
OR BY TELEPHONE AT 561-355-6680**

ARTICLE 32 – COUNTERPARTS - This CONTRACT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same CONTRACT. The COUNTY may execute the CONTRACT through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY - CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONSULTANT's subconsultants performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant.

If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this CONTRACT for **Stormwater GIS Mapping Study**, Project Number **2020601**, on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

OWNER:

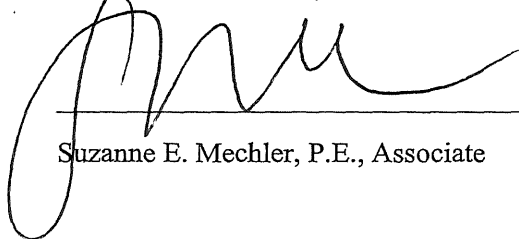
APPROVED AS TO TERMS
AND CONDITIONS

By: 

Morton L. Rose, P.E.
Director of Roadway Production

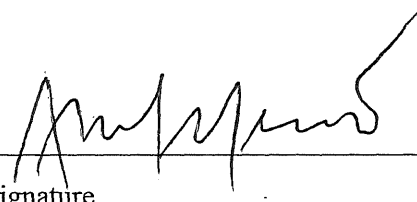
CONSULTANT:

CDM Smith Inc.



Suzanne E. Mechler, P.E., Associate

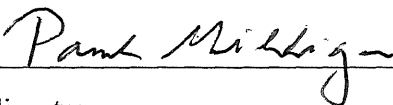
ATTEST WITNESS:



Signature

Juan Serio

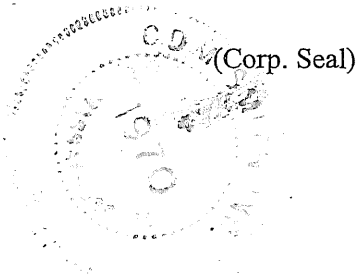
Name (type or print)



Signature

Paul Milligan

Name (type or print)



{SIGNATURE PAGES CONTINUED}

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

COUNTY:

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By: _____
Yelizaveta B. Herman
Assistant County Attorney

Palm Beach County Stormwater GIS Mapping Study
Stormwater Infrastructure and Mapping Strategy Development

PROJECT NO. 2020601

October 26, 2020

Revision November 19, 2020

*Scoped Fee OK
WTC
Ok to proceed
[Signature]*

PROJECT BACKGROUND

Palm Beach County (COUNTY) is one of 40 co-permittees on a federal Clean Water Act-mandated National Pollutant Stormwater Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit (FLS000018-004) administered by the Florida Department of Environmental Protection (FDEP). Permit requirements are intended to reduce stormwater pollutant discharges into receiving surface water bodies and improve water quality. Specific requirements include maintaining an up-to-date stormwater infrastructure inventory, inspecting and maintaining stormwater infrastructure, monitoring water quality, and preparing annual reports. To comply with the permit requirements, the COUNTY wishes to develop a detailed inventory of stormwater assets via a Geographical Information System (GIS). While focusing on the MS4 permit compliance, the inventory and GIS is envisioned to provide an essential and critical foundational framework for expansion into related needs such as identification and evaluation of flooding, community rating system/flood insurance analyses, water quality total maximum daily load solution strategies, asset management and infrastructure replacement planning, facilitation of vulnerability assessments, and enabling future comprehensive water resources management planning.

The COUNTY desires CDM Smith Inc. (CONSULTANT) to develop a GIS Development Strategy Plan (Plan) which provides a design and workplan for the creation of the GIS stormwater inventory. It is anticipated that the overall Plan will be completed in multiple phases. The phases will include strategic planning, data analysis, pilot testing; final data gathering and database population; development and population of the GIS; and expansion of the geodatabase for other desired uses. This Consultant Services Authorization (CSA) is the first phase related to the strategic planning and development of the framework of the GIS stormwater inventory, data analysis, and pilot testing.

SCOPE OF SERVICES

The following is a detailed description of the CONSULTANT initial services:

TASK 1 – PROJECT KICKOFF WORKSHOP

Within two weeks after the project start the CONSULTANT will prepare for and facilitate a half day project kickoff workshop with COUNTY stakeholders. The objective of this meeting is to confirm the project objectives, review the scope of the work and the schedule, establish the lines of communication for data sharing, review lists of available data and reports, perform a physical inspection of the COUNTY's current stormwater system data and data systems, and clarify project

requirements. The CONSULTANT will prepare meeting information including the workshop agenda and materials/handouts and provide a workshop summary memo upon completion.

Note: At the time of developing the proposal for this project, workshops are anticipated to be held face to face under social distancing guidelines and other COUNTY- or CONSULTANT-mandated precautions, as allowable under COUNTY rules and CONSULTANT's Health and Safety policy in effect at the time of the actual meetings. Virtual options for the meetings and attendees will be made available.

TASK 2 – DEVELOPMENT OF GIS FRAMEWORK

Subtask 2.1 Review and Development of Geodatabase Requirements and System Architecture

The CONSULTANT will review the COUNTY's MS4 permit compliance requirements, other available information from the project kickoff workshop, and perform the following activities to develop a list of the types of data that are recommended to be included as part of the Stormwater GIS geodatabase:

- Research and identify minimum GIS requirements as well as other information that may be useful for the compliance with the NPDES permit (e.g., facility inspections).
- Research and identify the requirements of the FDEP's future statewide MS4 map and provide recommendations for alignment and compatibility of the COUNTY geodatabase architecture and data format.
- Research and identify the requirements for the COUNTY Road and Bridge CUES data fields recommendations for alignment and compatibility of the geodatabase architecture and data format.
- Research and identify the features and attributes that will be necessary for tracking in the GIS database.

The CONSULTANT will develop a prioritization system with COUNTY input to rank the relative importance and level of detail for collection of each of the required data fields. Importance will be determined by relevance to the MS4 permit, existing or future Total Maximum Daily Loads (TMDLs) and/or Basin Management Action Plans (BMAPs), interconnections with and among co-permittees and COUNTY priorities, and other future potential identified uses of the GIS.

The CONSULTANT will review COUNTY's existing (January 2021) hardware, software, and data environments to determine the extent of current mapping data available, existing database designs for stormwater data in use by COUNTY staff and co-permittees, any gaps in current digital mapping and overall data accuracy, and will review the existing information technology (I/T) systems (i.e. networks, internet access, server configurations, etc.) to determine their status and ability to support the development of a GIS system architecture and create a prioritization of the data acquisition based on the COUNTY's needs and the proposed development plan.

The findings of this Subtask will be summarized in a Data Prioritization and System Architecture Technical Memorandum (TM) identifying the ranked data priorities, initially evaluating the existing system architecture, providing hardware and software recommendations, the suggested data gathering methodology. Upon approval by the COUNTY, the CONSULTANT will identify the final data fields along with their priority to be included in the geodatabase design.

Deliverables:

- Summary TM of results of the data identification and prioritizations and system hardware/software evaluation

Subtask 2.2 – Stakeholder and Co-Permittee Workshops

The CONSULTANT will participate in three half-day stakeholder workshops to discuss the Stormwater GIS mapping initiative:

- Workshop 1 will include staff from COUNTY Engineering and Public Works, Environmental Resources Management, Road and Bridge, Water Utilities, and Administration departments involved in the stormwater outfall infrastructure associated with the MS4 permit. The purpose of the first stakeholder workshop is to understand how COUNTY's various Department staff currently work with the stormwater data, and how they will use the future stormwater geodatabase data created by the program, understand current staff workflows, identify future workflows to streamline the processes and support staff initiatives and concerns, and to identify potential interconnections of data with MS4 co-permittees. The CONSULTANT will provide workshop summaries for distribution to participants.
- Workshop 2 will include COUNTY Engineering and Public Works, Environmental Resources Management, Information Systems Services, Road and Bridge, and Administration departments like the first workshop with the purpose of refining the design of the GIS Stormwater Inventory database and its interface and operability including how the database will be published for public use.
- Workshop 3 will include the COUNTY representatives and representatives of the other MS4 co-permittees. The purpose of this stakeholder workshops is to present the COUNTY's vision and solicit input and support from the other co-permittees for consideration, potentially further refine the database design, , , and define mechanisms to confirm data fields stay up to date with the MS4 co-permittees. The CONSULTANT will provide workshop summaries for distribution to participants.

Deliverables:

- Summary memorandums discussing results of the stakeholder workshops including a list of current staff workflows, list of anticipated future workflows to support staff initiatives and concerns, list of data fields dependent on MS4 co-permittees.

Subtask 2.3 – Review of Data Sources

The CONSULTANT will obtain and assess the types and quality of stormwater system data available from the COUNTY and from outside sources including the South Florida Water Management District (SFWMD) permit database(s), Florida Department of Transportation (FDOT), Environmental Protection Agency (EPA), Natural Resources Conservation Service (NRCS), Florida Department of Environmental Protection (FDEP), and the National Impaired Waters and National Wetland Inventory data. The CONSULTANT shall assess publicly available and COUNTY-owned LIDAR data, aerial imagery, pictometry, and "street-view" imagery that could be utilized to assist in developing the stormwater GIS inventory.

The CONSULTANT will contact the Co-Permittees, as necessary, to obtain the available information on the points of entry and to identify the data interconnections for other stormwater systems to the COUNTY's stormwater drainage system, request available data on the flow at the connection points, and GIS stormwater data maintained by the Co-Permittee. Based on information received, priorities, and the decision made at the workshops, the CONSULTANT will review collected data sources to identify data availability and data gaps. Following this review, the CONSULTANT will prepare a Data Source Gap Technical Memorandum (TM) defining the available data including the type, quality, format, source, data gaps, and methods to obtain the missing information.

Deliverables:

- Data Source Gap TM

Subtask 2.4 – Database Design Development

The CONSULTANT will develop a geodatabase design and system architecture that will provide the foundation for the COUNTY's Stormwater GIS environment. The geodatabase design will be based on ESRI governmental/municipal standards and customized for the needs of the Department of Engineering and Public Works and will consider requirements for compatibility with both the FDEP future MS4 map initiative and with the COUNTY's current operations and maintenance stormwater map (CUES camera truck data stored on an ESRI enterprise geodatabase). The geodatabase will include placeholders for stormwater infrastructure system layers (pipes, catch basins, junction boxes, etc.), attributes for each layer (pipe diameter, geometry, material, invert elevation, etc.), domains (valid values for attributes), and data connectivity rules (contributing areas, direction of flow, etc.) to support COUNTY stormwater management objectives.

The CONSULTANT will develop a system architecture that will support the COUNTY's GIS environment. This system architecture will detail how the computer systems and networks will be configured to support the needs of the GIS environment. The CONSULTANT will coordinate with COUNTY's information technology representatives to review system and user needs. The CONSULTANT will then develop system architecture options that adhere to current information technology security protocols while providing staff with access to the data needed for a secure environment. The CONSULTANT will provide recommended system architecture diagrams and software configuration options as part of the final Stormwater GIS Development Workplan.

The CONSULTANT will develop a blank expandable geodatabase for stormwater systems based on industry standards and the CONSULTANT's industry expertise. The CONSULTANT will review the created geodatabase designs with the COUNTY and then finalize based on COUNTY input.

Deliverables:

- Draft and Final Geodatabase Data Dictionaries, System Architecture, and Schemas
- Geodatabase designs (blank geodatabases) in ESRI format.

Subtask 2.5 – Development of Workflows, Conversion Requirements, and Standards

The CONSULTANT will develop, design, and test the workflows required for converting each type of source data into the database including workflows for incorporating data provided by co-permittees. The workflows will include the various options available for specific data types such as migrating CAD data or data provided by portable document file (pdf) or spreadsheets. The workflows will be developed to support the use of current versions of ArcGIS Pro and ArcMap.

The intent of the testing of the individual workflows is to benchmark various workflows against each other to identify the most efficient way to migrate the available data into the database design. These workflows will be created to support data conversion activities using the ESRI ArcGIS Pro platform and the ArcMap 10.7.1 (Compatible with ArcMap 10.4.1) Desktop tools. A comprehensive test of the entire program including the field data gathering is a standalone activity under the Task 4 Pilot Program.

Deliverables:

- Data management plan listing all sources identified for use in populating the database detailing how the source materials will be tracked, managed and accessed.
- List of workflows tested and summary of the results of the tests.
- Comparison table showing benchmark times for the various workflows between the ESRI ArcGIS Pro and the ArcMap Desktop platforms.

Subtask 2.6 – Development of Field Data Acquisition, Verification, and Inspection Procedures

The CONSULTANT will develop, design and test field workflows to support the COUNTY stormwater GIS program based on the specifics of the information gathered during the Stakeholder and Co-Permittee Workshops, identifying ways to provide information that meets the COUNTY 's vision as expressed during the workshops. This task involves the review of industry-standard technologies and approaches to support field discovery activities, and identification of potential pilot testing areas. New technologies will also be investigated. This task includes the following activities:

- Procedures for resolution of conflicts between available source materials
- Procedures for collecting data required to fill data gaps
- Procedures to identify entry points of MS4 co-permittee and/or private property stormwater discharge into the County stormwater network
- Workflows to support condition assessment of key stormwater infrastructure to support County MS4 permit requirements
- Development of field tools to track, manage, and support stormwater infrastructure maintenance activities and compile the results of those activities
- Procedures to identify entry points of COUNTY stormwater discharge into MS4 co-permittee and/or private stormwater network.
- Development of desktop tools and workflows to manage the field acquisition/ verification.

Deliverables:

- TM describing procedures with list and description of tools and technologies to assist with field activities

Subtask 2.7 – Development of Tools to Report Progress and Visualize Data

CONSULTANT will develop and implement digital tools linked to the GIS data to visualize progress on the CSA and to track pertinent information to support future County MS4 permit reporting needs. The tools will be “dashboards” created in Esri ArcGIS Dashboard or similar providing data and statistics on the percent complete of tasks, overall project, and graphical representations of other information important to the understanding of the progress of this initial effort.

Deliverables:

- Basic dashboard layout linked to the project geodatabase of up to eight visualizations of available data sets in the GIS to be tracked such as MS4 activities, GIS data population progress, O&M activities tracking, field work, or other data desired by the COUNTY in a logical representative visualization format such as map overlays, percent complete, or various available graph or chart types within the software by some basic physical boundary.

TASK 3 - DOCUMENTATION OF STORMWATER GIS DEVELOPMENT WORK PLAN

The CONSULTANT will prepare a draft and final Stormwater GIS Development Workplan in report format which documents the results of Task 2. The intent of this document is to provide a comprehensive framework to guide future stormwater GIS database development, including data conversion from existing sources and field data collection. Ideally, this work plan would be the reference document to be used by COUNTY staff and/or contractors during future GIS database development activities. This document will include sections on:

- Glossary of terms
- Summarizations of stakeholder workshops
- Hardware and software requirements
- Data conversion plan and descriptions of the tools involved in the workflows to support the data conversion
- Instructions for organizing and georeferencing source materials
- Specific workflows for converting each type of source data into the database, for incorporating data provided by co-permittees, O&M CUES data incorporation, and MS4 permit support activities
- Various options available for specific data types such as migrating CAD data or data provided by spreadsheets, a description of the ESRI data loader tools and how to best use them
- Procedures for migration of attributes into the database and for exporting the data from the geodatabase into CAD or KMZ files in support of anticipated workflows which may require data to be in non-GIS format
- Field data collection and infrastructure inspection procedures
- User guides for dashboards
- Creating and editing geometric networks, flow tracing, working with related tables, creating maps and atlases, and reporting activities
- QA/QC procedures, verifying the quality of data, creating and using batch QA checks
- Information required to support the knowledge repository
- Appendices containing data availability summarization, identification of data sources and data gaps, prioritization of the resolution and prioritization of the data collection effort, useful resources, FAQ's, the GIS database design schema report, and issue tracking form examples.

Deliverables:

- The CONSULTANT will provide the Draft Workplan to the COUNTY for review.
- The CONSULTANT will participate in a virtual deliverable review meeting with COUNTY staff to discuss the draft workplan and address comments.
- The CONSULTANT will address applicable comments in the Final Workplan and provide the COUNTY with five (5) bound paper copies of the final Workplan as well as a digital version in pdf format.
- XML file containing the final geodatabase schema and the finalized empty geodatabase in ESRI format.

TASK 4 - PILOT AREA TESTING

The CONSULTANT will provide the COUNTY a basic description of the pilot area field test program along with a prioritization process to identify the potential candidate for the pilot area. A pilot study will be performed to test the final plan against real world conditions. The pilot test will assist in the estimation of the level of effort required for completing the future population of the Countywide stormwater database using the recommended procedures developed through this project.

The pilot study will encompass the implementation of the workflows developed in the workplan for collecting the stormwater infrastructure for a 5 linear mile section of COUNTY roadway (up to 60 plan sheets) along with the downstream stormwater infrastructure leading to the MS4 outfalls at the end of the system. The pilot program will test the complete program including data gathering and analysis, scanning and georeferencing of documents, population of the database fields, and survey field verifications and data gap closure. The workplan may be refined as necessary based on the results of the pilot area implementation. The pilot area test will be considered successful when the data created meets the acceptable quality level (AQL) set for the data to be generated by the program using the documented procedures.

TASK 5 - GIS MAPPING OF SCANNED ROADWAY PLANS (OPTIONAL SERVICES)

The CONSULTANT will import and geographically reference scanned plans provided by the COUNTY into the GIS database. Up to 20,000 sheets contained within standard scanned COUNTY or FDOT roadway record drawing electronic plan sets will be mapped. The mapping process involves: logging, cataloging, and notation of the plan sets, review of the plans to locate and determine the applicable plan sheets with features applicable to the stormwater geodatabase, conversion of the scanned pdf files into image files (jpg), creation of the spatial reference of the sheet limits within the GIS, placement of control points on the map, non-distortional georeferencing of the sheets into the map, creation of the bounding polygons for each referenced sheet, attachment of the image files to each polygon, entering the sheet attributes into the database, and linking of the plan set filename and directory archive within the attributes of the data for one click access to the plans. This task does not include the population of the data contained within the sheets into the GIS.

DATA OR ASSISTANCE TO BE PROVIDED BY THE COUNTY

- Provide requested data gathering of existing system and NPDES/MS4 information as necessary.

- Coordinate workshop attendees and co-permittees.
- Attend meetings and assist with meeting coordination as requested.
- Review of deliverables within a two-week period.

TIME OF PERFORMANCE

CONSULTANT will begin providing the services as outlined in the above tasks within two weeks of receipt of an executed contract and a written notice to proceed with purchase order from the COUNTY. The anticipated project schedule is presented below. Tasks 1-3 of the project is estimated to have a 10-month duration. Task 4 Pilot Area is anticipated to be completed within 4-6 months depending on the characteristics of the area chosen. Optional Services Task 5 is expected to take approximately 24 months to complete, depending on how much of the total effort is authorized initially. The CONSULTANT will prepare a more detailed baseline schedule within 30 calendar days after notice to proceed and refined after the kickoff meeting or other project milestones.

Project management activities will be performed under each sub task of this project and consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this authorization are consistent with CONSULTANT's standards and COUNTY's requirements. CONSULTANT's project manager (PM) will be the main point of contact for this project. CONSULTANT will prepare a monthly invoice for the work performed with an accompanying written progress report submitted to the COUNTY's representative. These reports will include updated project schedule, a 4-week look-ahead summary, the project budget summary, and a summary of completed activities and work remaining. The CONSULTANT will maintain a Quality Management System (QMS) on this project. An internal project planning and scope review session will be conducted at the start of the project. This action is required by the CONSULTANT's QMS guidelines. Ongoing project quality management and team coordination among COUNTY, CONSULTANT, and Subconsultants will be provided throughout project duration.

Estimated Time of Performance

Task	Major Activity/Deliverable	Days From Project Start	Project Month
1	Kickoff Meeting	14	1
2.2	Stakeholder Workshop	60	2
2.1	Data Prioritization TM	100	3
2.3	Data Gap TM	120	4
2.4	Draft Database Design	160	5
2.7	Draft Dashboard Design	180	6
3	Draft Workplan	220	7

3	Review and Comment Period	260	8
3	Final Workplan	300	10
4	Pilot Area Study/Plan Mapping	TBD	TBD
5	GIS Mapping of Scanned Plans	TBD	TBD

COMPENSATION AND PAYMENT (TASKS 1 TO 4)

The labor breakdown for Task 1-4 is provided in the attached fee schedule by task for invoicing purposes. Allowable reimbursable expenses will be billed separately at cost. CONSULTANT will submit monthly invoices for partial payments to be made in proportion to the estimated percentage of work completed for Tasks 1 through 4 including subconsultant.

COMPENSATION AND PAYMENT (TASK 5 OPTIONAL SERVICES)

Labor breakdown for standalone Task 5 in the attached fee schedule and can be authorized at the COUNTY'S discretion for 4,000 sheets (minimum) to meet available funding for the task.

**Estimate of Work Effort and Cost
Prime Consultant**

Name of Project:		Stormwater GIS Mapping Study						Consultant Name:		CDM Smith Inc.	
FBC Project Number:		2020601						Consultant Number:			
Task Description	Total Staff Hours	Staff Categories						Staff Hours By Activity	Salary Cost By Activity		
		Project Manager/ Technical Advisor \$78.00 ✓	Principal \$71.20 ✓	Senior Engineer \$56.96 ✓	Engineer \$48.10 ✓	GIS Specialist \$38.00 ✓	CADD Designer/ Technician \$26.90 ✓				
BASIC SERVICES											
1	Project Kickoff Workshop	156 ✓	40	40	4	8	24	40	156 ✓	\$8,568.64 ✓	
2.1	Review and Development of Geodatabase Requirements and System Architecture	216 ✓	20	100	10	42	24	20	216 ✓	\$12,719.80 ✓	
2.2	Stakeholder and Co-Permitee Workshops	108 ✓	32	30	0	10	30	6	108 ✓	\$6,414.40 ✓	
2.3	Review of Data Sources	118 ✓	12	42	10	18	18	18	118 ✓	\$6,530.00 ✓	
2.4	Database Design Development	85 ✓	11	54	0	0	12	8	85 ✓	\$5,374.00 ✓	
2.5	Development of Workflows, Conversion Requirements, and Standards	145 ✓	3	66	0	0	28	48	145 ✓	\$7,288.40 ✓	
2.6	Development of Field Data Acquisition, Verification, and Inspection Procedures	80 ✓	14	26	0	0	24	16	80 ✓	\$4,285.60 ✓	
2.7	Development of Tools to Report Progress and Visualize Data	114 ✓	10	14	0	2	72	16	114 ✓	\$5,039.40 ✓	
3	Documentation of Stormwater GIS Development Work Plan	436 ✓	80	116	30	48	40	122	436 ✓	\$23,318.60 ✓	
4	Pilot Area Testing	350 ✓	26	79	0	40	140	55	350 ✓	\$17,156.30 ✓	
Total Staff Hours (Basic Services)		1808 ✓	258 ✓	567 ✓	54 ✓	168 ✓	412 ✓	349 ✓	1808 ✓		
Total Staff Cost (Basic Services)			\$20,124.00 ✓	\$40,370.40 ✓	\$3,075.84 ✓	\$8,080.80 ✓	\$15,656.00 ✓	\$9,388.10 ✓		\$96,695.14 ✓	
OPTIONAL SERVICES											
5	GIS Mapping of Scanned Roadway Plans	3696 ✓	34	154	0	0	188	3320	3696 ✓	\$110,068.80 ✓	
Total Staff Hours (Optional Services)		3696 ✓	34 ✓	154 ✓	0 ✓	0 ✓	188 ✓	3320 ✓	3696 ✓		
Total Staff Cost (Optional Services)			\$2,652.00 ✓	\$10,964.80 ✓	\$0.00 ✓	\$0.00 ✓	\$7,144.00 ✓	\$89,308.00 ✓		\$110,068.80 ✓	
										Basic Services:	
										Salary Related Costs:	\$96,695.14
										Contract Multiplier 3.00 ✓	
										Subtotal Basic Services (CDM Smith Inc.):	\$290,085.42
										Basic Services (Keshavarz & Associates, Inc.; Hydraulic and Hydrologic Studies; Data management, MS4 permit compliance review, workshop attendance, stormwater GIS development workplan assistance, survey/ GPS - pilot area study)	
										Subtotal Basic Services (Subconsultants):	\$73,579.98 ✓
										Basic Services Total:	\$363,665.40 ✓
										Reimbursables:	
										CDM Smith Inc. (Reports)	\$2,500.00 ✓
										Keshavarz & Associates, Inc. (Exhibits, Pilot Study)	\$500.00 ✓
										Reimbursables Total:	\$3,000.00 ✓
										Optional Services:	
										Salary Related Costs:	\$110,068.80
										Contract Multiplier 3.00 ✓	
										Subtotal Optional Services (CDM Smith Inc.):	\$330,206.40 ✓
										Keshavarz & Associates, Inc. (Hydraulic and Hydrologic Studies, GIS mapping of scanned plans)	
										Optional Services Total:	\$407,720.16 ✓
										Grand Total Estimated Fees:	\$774,385.56 ✓

**Estimate of Work Effort and Cost
Prime Consultant**

Name of Project:	Stormwater GIS Mapping Study	Consultant Name:	CDM Smith Inc.	
PBC Project Number:	2020601	Consultant Number:		
Projected Reimbursable Expenses	Projected Quantity	Unit Cost	Project Cost	
DIRECT EXPENSES (REPRODUCTION SERVICES)				
1	Bond Copies/Black line/Blueprints (24x36)	100	\$1.00	\$100.00 ✓
2	Bond Copies/Black line/Blueprints (11x17)	500	\$0.50	\$250.00 ✓
3	8.5x11 Print	2000	\$0.25	\$500.00 ✓
4	8.5x11 Print (color)	800	\$2.00	\$1,600.00 ✓
5	CAD Drawing Files/Digital Transmission	1	\$50.00	\$50.00 ✓
Total Fee (Direct Expenses)				\$2,500.00 ✓



SCOPE OF SERVICES

Palm Beach County Stormwater GIS Mapping Study

Palm Beach County Project No. 2020601

This entire document has been prepared in reliance on and is intended to reference the overall project scope written by CDM Smith Inc. (CDM) for the Project and titled "Scope of Work, Palm Beach County Stormwater GIS Mapping Study, Stormwater Infrastructure and Mapping Strategy Development, Project No. 2020601" and is reflected in the attached fee schedule. Specifically, Keshavarz & Associates, Inc. (K&A) shall be performing general civil engineering services to include hydraulic and hydrologic studies, data management, pilot study and mapping of scanned plans, more particularly described as follows:

TASK 1 – KICKOFF WORKSHOP AND WORK PLAN DEVELOPMENT

Keshavarz & Associates, Inc. (K&A) shall attend the project Kickoff Workshop.

TASK 2 – DEVELOPMENT OF GIS FRAMEWORK

Subtask 2.1 Review of Geodatabase Requirements

K&A will assist CDM in reviewing COUNTY's MS4 permit compliance requirements as well as other available information from the workshop to develop a list of the types of data that could be included as part of the Stormwater GIS geodatabase. K&A will review and expand on the list of recommended potential fields related to the MS4 permit compliance and other identified uses for the GIS database by the COUNTY.

K&A will review and provide recommendations for potential adjustments to the prioritization system developed by CDM to rank the relative importance and level of detail for collection of each of the data fields. K&A will then assist CDM with the level of accuracy of data needed for adequate use of the data fields for the COUNTY's identified uses and the potential acquisition costs to assist with determining the relative importance.

K&A will assist CDM with the Data Prioritization TM by developing a field survey acquisition protocol for suggested data gathering methodology.

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Keshavarz.com



Subtask 2.2 – COUNTY Stakeholder and Co-Permittee Workshops

K&A shall attend the three stakeholder workshops.

Subtask 2.3 – Review of Data Sources

K&A will attempt to contact each Co-Permittee to obtain the best available information on the points of entry of other systems to the COUNTY's stormwater drainage system, request available data on the flow at the connection points, and any GIS stormwater data maintained by the Co-Permittee. K&A will review archives from SFWMD, FDOT and PBC Reprographics and provide a list to CDM of the available data from these entities in the form of design / record information. K&A will review a sample of 25 sets of plans from the various data sources and record observations of consistency, quality, legibility and the number of applicable stormwater sheets within the sets. The results of this analysis will be recorded in the data gap analysis. K&A will gather all available data for the pilot area, approximately 5 miles of PBC roadways and contributing areas for CDM's use in incorporating into the data base associated with Task 4.

Subtask 2.6 – Development of Field Data Acquisition, Verification and Inspection Procedures

K&A will develop, design and test the workflows required for collecting data not provided by available source materials into the database including field verification of conflicts between available source materials and new data required to be captured by field exploration. This task will also develop the workflows to perform and record infrastructure inspections required for MS4 permit support and other chosen uses for the database by the COUNTY.

TASK 3 – DOCUMENTATION OF STORMWATER GIS DEVELOPMENT WORKPLAN

K&A will assist CDM in preparation of a draft and final Stormwater GIS Development Workplan which documents the results of Subtasks 2.1 to 2.3 and 2.6. K&A will author the sections of the Workplan and generate supporting exhibits/figures associated the portions of the Workplan developed by K&A. K&A shall prepare a draft work plan, address applicable comments, submit a final Workplan and participate in a presentation of the final Workplan for the COUNTY.



TASK 4 – PILOT AREA STUDY

K&A will assist CDM in determining the applicable areas for the pilot area. K&A will provide the field data acquisition services for the Pilot Area Study in accordance with the acquisition protocols outlined in the work plan and input the data into the database provided by CDM. It is assumed that the Pilot Area will consist of approximately 5 miles of PBC roadways. K&A's field services will be limited to data acquisition as outlined by CDM to fill in the data gaps within the Pilot Area. It is assumed that 20% of the data will need to be obtained within the field and that maintenance of traffic operations (lane closures) will not be needed to obtain the data in the field. K&A shall acquire location of assets, determine direction of flow, acquire invert elevation, identify structure types, weirs, pipe sizes, materials, etc. as needed to complete the database for the Pilot Area. K&A will review the data acquisition and data entry process with CDM and assist with modifications to the work plan protocols and database fields, if required.

TASK 5 – GIS MAPPING OF SCANNED ROADWAY PLANS (OPTIONAL SERVICES)

K&A shall assist CDM with the optional services to map County records drawings / design plans. K&A shall review construction plans set, previously scanned and provided to K&A by others to as digital PDF files and will extract the grading, paving and drainage construction plan sheets. K&A will catalog each construction plans set reviewed on a spreadsheet provided by CDM and shall convert each grading, paving and grading plan sheet into an individually saved image file and will upload to a sharefile site for CDM's use in geo locating / mapping within the PBC GIS database. It is assumed that K&A will be processing a minimum of 4,000 grading, paving and drainage plans sheets at a time (up to 20,000 construction plan sheets).

FEES CONSIDERED (TASKS 1-4)

The labor breakdown for Task 1-4 is provided in the attached fee schedule by task for invoicing purposes. Allowable reimbursable expenses will be billed separately at cost.

FEES CONSIDERED (TASK 5 OPTIONAL SERVICES)

Labor breakdown for standalone Task 5 is in the attached fee schedule and can be authorized at the COUNTY'S discretion for 4,000 sheets (minimum) to meet available funding for the task.

Estimate of Work Effort and Cost

Name of Project:		Stormwater GIS Mapping Study						Consultant Name: Keshavarz and Associates, Inc.		
PBC Project Number:		202601						Consultant Number: 20-1343		
Task Description	Total Staff Hours	Staff Categories						Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
		Principal Engineer	Project Manager / Senior Engineer	Project Engineer	CADD Designer / Technician	Chief Surveyor	Survey Crew (2 Man)			
		\$70.38 ✓	\$66.95 ✓	\$48.10 ✓	\$31.93 ✓	\$51.50 ✓	\$47.38 ✓			
BASIC SERVICES										
1 Kickoff Workshop and Work Plan Development	10.0 ✓	2.0	8.0	0.0	0.0	0.0	0.0	10.0 ✓	\$676.36 ✓	67.64 ✓
2.1 Review of Geodatabase Requirements	54.0 ✓	2.0	12.0	40.0	0.0	0.0	0.0	54.0 ✓	\$2,868.16 ✓	53.11 ✓
2.2 County Stakeholder and Co-Permittee Workshops (a total of 3)	27.0 ✓	3.0	24.0	0.0	0.0	0.0	0.0	27.0 ✓	\$1,817.94 ✓	67.33 ✓
2.3 Review of Data Sources	178.0 ✓	2.0	24.0	152.0	0.0	0.0	0.0	178.0 ✓	\$9,058.76 ✓	50.89 ✓
2.6 Development of Field Data Acquisition, Verification and Inspection Procedures	54.0 ✓	2.0	12.0	40.0	0.0	0.0	0.0	54.0 ✓	\$2,868.16 ✓	53.11 ✓
3 Documentation of Stormwater GIS Development Workplan & Presentation	38.0 ✓	2.0	20.0	16.0	0.0	0.0	0.0	38.0 ✓	\$2,249.36 ✓	59.19 ✓
4 Pilot Area Study	98.0 ✓	2.0	12.0	20.0	0.0	12.0	52.0	98.0 ✓	\$4,987.92 ✓	50.9 ✓
Total Staff Hours (Basic Services)	459.0 ✓	15.0 ✓	112.0 ✓	268.0 ✓	0.0 ✓	12.0 ✓	52.0 ✓	459.0 ✓		
Total Staff Cost (Basic Services)		\$1,055.70 ✓	\$7,498.40 ✓	\$12,890.80 ✓	\$0.00 ✓	\$618.00 ✓	\$2,463.76 ✓		\$24,526.66 ✓	53.43 ✓
OPTIONAL SERVICES										
5 GIS Mapping of Scanned Roadway Plans	694.0 ✓	4.0	24.0	166.0	500.0	0.0	0.0	694.0 ✓	\$25,837.92 ✓	37.23 ✓
Total Staff Hours (Optional Services)	694.0 ✓	4.0 ✓	24.0 ✓	166.0 ✓	500.0 ✓	0.0 ✓	0.0 ✓	694.0 ✓		
Total Staff Cost (Optional Services)		\$281.52 ✓	\$1,606.80 ✓	\$7,984.60 ✓	\$15,965.00 ✓	\$0.00 ✓	\$0.00 ✓		\$25,837.92 ✓	37.23 ✓
								Basic Services:		
								Salary Related Costs:	\$24,526.66	
								Contract Multiplier	3.00 ✓	
								Basic Services Total:	\$73,579.98 ✓	
								Reimbursables:		
								Print copies, courier charges	\$500.00 ✓	
								Reimbursables Total:	\$500.00 ✓	
								Optional Services:		
								Salary Related Costs:	\$25,837.92	
								Contract Multiplier	3.00 ✓	
								Prime Consultant (Loaded)	\$77,513.76 ✓	
								Optional Services Total:	\$77,513.76 ✓	
								Total Estimated Fees:	\$151,593.74 ✓	

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Name of Project: Stormwater GIS Mapping Study		Consultant Name: Keshavarz & Associates, Inc.	
PBC Project Number: 2020601		Consultant Number: 20-1343	
Projected Reimbursable Expenses	Projected Quantity	Unit Cost	Project Cost
DIRECT EXPENSES			
1 Bond Copies (Other agencies)	128	\$2.50	\$320.00 ✓
2 Bond Copies/Blackline/Blueprints (11x17)	100	\$0.50	\$50.00 ✓
3 8.5x11 Print	40	\$0.25	\$10.00 ✓
4 8.5x11 Print (color)	0	\$2.00	\$0.00 ✓
5 Deliveries / Courier Service Fee	2	\$60.00	\$120.00 ✓
Total Fee (Direct Expenses)			\$500.00 ✓

**AFFIRMATIVE PROCUREMENT INITIATIVES
FOR PROFESSIONAL SERVICES CONTRACTS (API's)**

The API(s) approved for this project are shown below. Any proposal/response/bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance. The Office of Equal Business Opportunity website at

<http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>

and incorporated herein by reference, includes all forms related to the EBO Program, including waiver forms and good faith documentation. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

SBE Evaluation Preference for SBE Participation (Contracts \$500,000 or greater) (EBO Ordinance Section 2-80.27(3)(d) option 2)

15 Points (0 to 15%) total evaluation points shall be awarded based on the level of SBE dollar participation committed to on the prime respondent/bidder's team.

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to Professional Services Solicitations valued at \$500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder's team (e.g., zero SBE participation on a prime respondent/bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100; and a prime respondent/bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.

SBE Subcontracting Goals for Professional Services (EBO Ordinance Section 2-80.27(3)(e))

A **15% SBE subcontracting** participation goal is established for this CONTRACT.

The CONSULTANT has agreed to provide **18% SBE Participation**.

A minimum mandatory goal of 15% of the total estimated dollar value of the CONTRACT shall be subcontracted to SBEs, however the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms.

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Stormwater GIS Mapping Study
 NAME OF PRIME RESPONDENT/BIDDER: CDM Smith Inc.
 CONTACT PERSON: Suzanne E. Mechler, P.E., BCEE, Associate
 SOLICITATION OPENING/SUBMITTAL DATE: April 7, 2020

SOLICITATION/PROJECT/BID No.: 2020601
 ADDRESS: 621 NW 53rd St, Suite 265, Boca Raton, FL 33487
 PHONE NO.: 561.571.3800 E-MAIL: mechlerse@cdmsmith.com
 DEPARTMENT: Engineering and Public Works

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. CDM Smith Inc., 621 Northwest 53rd Street, Suite 265, Boca Raton, FL 33487; 561.571.3800	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	80.42% ✓	_____
2. Keshavarz & Associates, Inc., 711 North Dixie Highway, Suite 201, West Palm Beach, FL 33401; 561.689.8600	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	19.58% Asian American ✓
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				Total	_____	_____	80.42%	19.58% Asian American
Total Bid Price \$ <u>\$774,385.56</u>				Total SBE - M/WBE Participation <u>19.58%</u>				

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

 Digitally signed by Suzanne Mechler
 DN: cn=Suzanne Mechler, o=CDM Smith, email=mechlerse@cdmsmith.com, c=US
 Date: 2020.12.09 12:28:03-0500
 Signature: Suzanne Mechler Title: Associate

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2020601

SOLICITATION/PROJECT NAME: Stormwater GIS Mapping Study

Prime Contractor: CDM Smith Inc. Subcontractor: Keshavarz & Associates, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/4/19-10/3/22

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input checked="" type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1-3	Hydraulic and Hydrologic Studies: Data management, MS4 permit compliance review, workshop attendance, Stormwater GIS Development Workplan assistance				\$ 58,616.22 ✓
4	Survey/GPS - Pilot Area Study				\$ 14,963.76 ✓
5	GIS Mapping of Scanned Plans				\$ 77,513.76 ✓
	Estimated Reimbursable Expenses				\$ 500.00 ✓

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$151,593.74 / 19.58% ✓

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

CDM Smith Inc.
 Print Name of Prime
 By: Suzanne Mechler
Digitally signed by Suzanne Mechler
 DN: C=US, E=mechlerse@cdmsmith.com,
 O=CDM Smith, CN=Suzanne Mechler
 Date: 2020.12.09 14:34:45 -05'00'
 Authorized Signature
Suzanne E. Mechler, P.E., BCEE
 Print Name
Associate
 Title
 Date: 12/9/20

Keshavarz & Associates, Inc.
 Print Name of Subcontractor/subconsultant
 By: Randy Wertepny
Digitally signed by Randy Wertepny
 DN: cn=Randy Wertepny, o=KESHAVARZ & ASSOCIATES,
 ou=KESHAVARZ & ASSOCIATES, cn=Randy Wertepny
 Date: 2020.12.09 15:04:43 -05'00'
 Authorized Signature
Randy Wertepny, P.E.
 Print Name
Vice President of Engineering
 Title
 Date: 12/9/20

Search

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Insured

Insured Name

DM Smith Inc. (DX00001260)

CDM Smith Inc. (DX00001260)

Active Records Only

Advance Search

Name:	CDM Smith Inc.
Account Number:	DX00001260
Address:	75 State Street, Suite 701, Boston, ME, 02109
Status:	Currently in Compliance.

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Account Information	
Account Number:	DX00001260
Risk Type:	Standard - General Services
Do Not Call:	Address Updated:
Address Information	
Mailing Address	Physical Address
Insured:	CDM Smith Inc.
Address 1:	75 State Street
Address 2:	Suite 701
City:	Boston
State:	ME
Zip:	02109
Country:	
Contract Information	
Contract Number:	
Contract Start Date:	Contract End Date:
Contract Effective Date:	Contract Expiration Date:
Description of Services:	Stormwater GIS Mapping Study
Safety Form II:	No
Contact Information	
Contact Name:	Suzanne E. Mechler
Misc:	
Phone Number:	5615713756
Alt Phone Number:	
Fax Number:	
E-Mail Address:	MechlerSE@cdmsmith.com
Approval Date:	
Rush:	No
Contract on File:	No
Certificate Received:	Yes
Indemnification Agreement:	No
Tax Id:	

This Account created by d66 on 11/17/2020.