

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>\$996,524.</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$996,524.</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund <u>4011</u>	Agency <u>721</u>	Org. <u>W001</u>	Object	<u>6541</u>

Reporting Category N/A

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

One (1) time capital expenditure from user fees with balances brought forward.

C. Department Fiscal Review: Debra M West

III. REVIEW COMMENTS

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

JMA Wel
OFMB
10/2/14

Dr. J. Jacobson
Contract Development and Control
10-8-14

B. Legal Sufficiency:

Assistant County Attorney
10/10/14

C. Other Department Review:

Purchasing Department Director

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

CONTRACT FOR ENGINEERING/PROFESSIONAL CONSULTING SERVICES

**WATER TREATMENT PLANT NO. 8 ANION EXCHANGE SYSTEM ENGINEERING
DESIGN AND CONSTRUCTION SERVICES**

PROJECT NO.: WUD 13-022

This Contract is made as of the _____ day of _____, 2014, with an Effective Date of _____ by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and GLOBALTECH, INC.

[] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the ENGINEER, whose federal I.D. or Social Security number is 65-0577611.

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

DEFINITIONS:

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

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

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

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

SECTION 1 – BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall provide professional engineering services for COUNTY in all phases of the project to which this Contract applies as hereinafter provided. These services will include serving as COUNTY'S professional engineering representative for the project(s), providing professional engineering consultation and advice and furnishing required civil, structural, mechanical and electrical Engineering services and required architectural services incidental thereto. The scope of services for this Contract are described in Exhibit A which is attached and incorporated herein by reference.

1.1.2 During the term of this Contract, the COUNTY may require engineering services that are expected to be more extensive in scope or of a different nature than that described in this Section. In such an event, the COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If so, it is mutually understood that the relationship between ENGINEER and COUNTY under this Contract shall be considered as neither barring ENGINEER from, nor granting special consideration to ENGINEER in participating in the selection process for a consultant to provide such additional services.

1.1.3 This is not an exclusive contract. The COUNTY may enter into similar contracts with other architects or engineers to provide the same or similar services during the term of this contract.

SECTION 2 – ENGINEER OF RECORD AND CONSTRUCTION MANAGEMENT SERVICES PHASE

2.1 If required by an Amendment to this Contract after written authorization to proceed, ENGINEER shall perform construction management services.

SECTION 3 – ADDITIONAL SERVICES OF ENGINEER

3.1 Services Requiring Authorization in Advance

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

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

3.1.2 Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to changes in size,

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

3.1.3 Providing renderings or models for COUNTY'S use.

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

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

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

3.2 Resident Project Representative

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

3.2.2 Duties and Responsibilities

- a) Observe and inspect the progress and quality of the work as is necessary at that stage of construction to determine that it is proceeding in accordance with the Contract Documents. Record results of observations and inspections. Notify the ENGINEER immediately if work does not conform to the contract documents or requires special Inspection or testing.
- b) Verify that all construction improvements are installed at the vertical and horizontal positions shown in the contract documents.
- c) Monitor the construction schedule and report to the ENGINEER conditions which may cause delay in completion.

- d) Review Contract Documents with the Contractor's superintendent. Obtain necessary interpretations from the ENGINEER and transmit them to the Contractor.
- e) Consider the Contractor's suggestions and recommendations, evaluate them and submit them, with recommendations, to the ENGINEER for a final decision.
- f) Attend meetings as directed by the ENGINEER and report to the ENGINEER on the proceedings.
- g) Observe tests required by the Contract Documents. Record and report to the ENGINEER on test procedures and, where applicable, the results. Verify accuracy of testing invoices to be paid by the COUNTY.
- h) Maintain all records at the construction site in an orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Authorizations, ENGINEER's Supplemental Instructions, reports of site conferences, Shop Drawings, Product Data, Samples, supplementary drawings, color schedules, requests for payment, and names and addresses of Contractors, subcontractors and principal material suppliers.
- i) Keep a diary or log book recording the following:
 - 1. The Project Representative's time and activities related to the project.
 - 2. Weather conditions.
 - 3. Time, nature and specific location, and quantity of work being performed by Contractor.
 - 4. Equipment on site, equipment in use, contractor's manpower on site and contractor's supervision on site.
 - 5. Verbal interpretations given to the Contractor, if any and specific observations, inspections or tests performed. Record any occurrence or work that might result in a claim for a change in contract sum or contract time. Maintain a list of visitors, their titles, and time and purpose of their visit.
- j) Assist the ENGINEER in reviewing shop drawings, product data and samples. Notify the ENGINEER if any portion of the work requiring shop drawings, product data or samples is commenced before such submittals have been approved by the ENGINEER. Receive and log Samples which are required to be furnished at the site, notify the ENGINEER when they are ready for examination, and record the ENGINEER'S approval or other action. Maintain custody of approved Samples.

- k) Review the Contractor's record drawings at intervals appropriate to the stage of construction, and notify the ENGINEER of any apparent failure by the Contractor to maintain up to date records.
- l) Review Applications for Payment submitted by the Contractor and forward them to the ENGINEER with recommendations for disposition.
- m) Coordinate facilities tie-ins, shut downs and work of others with the COUNTY and the Contractor.
- n) Review the list of items to be completed or corrected, which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion.
- o) Inspect the work and if the list is accurate, forward it to the ENGINEER for final disposition; if not, so advise the ENGINEER, and if directed by Engineer, return the list to the Contractor for correction.
- p) Review and report to the ENGINEER on conditions of the portions of the project being occupied or utilized by the COUNTY or separate contractors, to minimize the possibility of claims for damages.
- q) Assist the ENGINEER in final inspection of the work. Receive from the Contractor and prepare for transmittal to the COUNTY the documentation the Contractor is required to furnish at the completion of the work.

3.2.3.1 Limitations of Authority

The Project Representative shall NOT:

- a) Authorize deviations from the Contract Documents.
- b) Approve substitute materials or equipment except as authorized in writing by the ENGINEER.
- c) Personally conduct or participate in tests or third party inspections except as authorized in writing by the ENGINEER.
- d) Assume any of the responsibilities of the Contractor's superintendent or of subcontractors.
- e) Expedite the work for the Contractor.
- f) Advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety

precautions and programs in connection with the work.

g) Authorize or suggest that the COUNTY occupy the project in whole or part.

h) Issue a Certificate for Payment or Certificate of Substantial Completion.

Prepare or certify to the preparation of Record Drawings.

j) Reject work or require special inspection or testing except as authorized in writing by the ENGINEER.

k) Order the Contractor to stop the work or any portion thereof.

3.3 COUNTY's Responsibilities

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

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

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

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

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

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

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

prime contractors.

3.3.7 Furnish to ENGINEER data or estimated figures as to COUNTY'S anticipated costs for services to be provided by others for COUNTY (such as services pursuant to paragraphs 3.1 through 3.3.9, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

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

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

SECTION 4 – PERIODS OF SERVICE

4.1 The period of service shall commence upon the effective date of this Contract for a term of three (3) years and continue until completion of any outstanding service authorization, unless otherwise terminated as provided herein.

SECTION 5 – PAYMENTS TO ENGINEER

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

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

5.3 Lump Sum Method of Payment: If the compensation set forth in Exhibit A is lump sum, then this section shall apply. Should the COUNTY deem that a change in the scope of services is appropriate, then a decrease or increase shall be agreed to in writing. Prior to execution of the lump sum authorization, the ENGINEER shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Lump sum contracts shall include all services including labor, reimbursable, overhead and profit as part of the lump sum.

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

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

5.4.2 Subcontractual service shall be invoiced at the actual fees paid by the ENGINEER.

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

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

SECTION 6 – CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost

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

6.2 Opinions of Cost

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

SECTION 7 – GENERAL CONSIDERATION

7.1 Standard of Care

ENGINEER has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the ENGINEER is possessed of a superior level of skill, knowledge, experience and expertise as compared to that of other engineers in ENGINEER'S area of practice. ENGINEER acknowledges that COUNTY has relied on ENGINEER'S representations of skill, knowledge, experience and expertise. By executing this Contract, ENGINEER agrees that ENGINEER will exercise that degree of care, knowledge, skill and ability as other engineers possessing the degree of skill, knowledge, experience and expertise which ENGINEER has claimed. ENGINEER shall perform such duties as may be assigned without neglect. ENGINEER accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize ENGINEER's best skill, efforts and judgment in furthering the interests of the COUNTY. ENGINEER agrees to perform each assignment in the best, most efficient and economical manner consistent with the COUNTY'S interests.

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

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

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

7.2 Termination

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

- a) Stop work on the date and to the extent specified.
- b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c) Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- d) Continue and complete all parts of the work that have not been terminated. Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

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

7.3 Truth-in-Negotiation Certificate

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

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

7.4 Personnel

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

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

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

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

7.4.2 ENGINEER'S Representative

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

the right to require the ENGINEER to replace its designated Project Engineer or Resident Project Representative with another individual acceptable to the COUNTY.

7.5 Small Business Enterprises

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENGINEER is encouraged to seek small business enterprises for participation in subcontracting opportunities.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The Engineer agrees to a minimum 75% SBE participation as set forth in Exhibit A.

The ENGINEER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

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

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

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

The ENGINEER further agrees to provide OSSA with a copy of their contract with the SBE subconsultant or any other related documentation upon request.

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

The ENGINEER understands that they are prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant

quotations to other bidders or potential bidders.

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

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

7.6 Non-Discrimination

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

7.7 Independent Contractor Relationship

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

The ENGINEER does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this contract.

7.8 Contingent Fees

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, fit, or any other consideration contingent upon or resulting from the award or making of this Contract

7.9 Authority to Practice

The ENGINEER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

7.10 Federal and State Tax

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

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

7.11 Availability of Funds

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

7.12 Insurance

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

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

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

ENGINEER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. ENGINEER shall provide this coverage on a primary basis.

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

7.12.5 Professional Liability: ENGINEER shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$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 ENGINEER'S most recent annual report or audited financial statement. For policies written on a "Claims- Made" basis, ENGINEER shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form, if coverage is provided on a "claims-made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, ENGINEER shall purchase a SERP with a minimum reporting period not less than 3 years. ENGINEER shall provide this coverage on a primary basis.

7.12.6 Additional Insured: ENGINEER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read **"The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida) are hereby named as additional insured under the terms of this policy. Palm Beach County Water Utilities Department, its officers, directors, agents, and employees are hereby named as additional insured under the terms of this policy. The Engineer, its officers, agents, and employees are hereby named as additional insured under the terms of this policy."** ENGINEER shall provide the Additional Insured endorsements coverage on a primary basis.

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

basis.

7.12.8 Certificate(s) of Insurance: Prior to execution of this Contract, ENGINEER shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum of ten (10) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate(s) of Insurance shall be issued to:

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

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

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

7.13 Disclosure and Ownership of Documents

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

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENGINEER and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, database reports and other data developed, utilized or purchased under this Contract for a COUNTY project or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the

COUNTY. However, ENGINEER will incur and assume no liabilities for modification or reuse unless ENGINEER agrees with and is compensated for said reuse.

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

All covenants, agreements, representations, and warranties made herein or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

7.14 Remedies

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

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 ENGINEER.

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

7.15 Conflict of Interest

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

The ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the ENGINEER'S

judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENGINEER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ENGINEER.

If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENGINEER, the COUNTY shall so state in the notification and the ENGINEER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ENGINEER under the terms of this Contract.

7.16 Excusable Delays

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

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

7.17 Arrears

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

7.18 Modifications of Work

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

shall affect the ENGINEER'S ability to meet the completion dates or schedules of this Contract.

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

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

7.19 Notice

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

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

with copy to:

Jim Stiles, Utilities Director
c/o Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, FL 33413

and if sent to the ENGINEER shall be mailed to:

Paul Gandy, P.E., President & CFO
Globaltech, Inc.
6001 Broken Sound Parkway NW, Suite 610
Boca Raton, FL 33487

7.20 Severability

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

7.21 Entirety of Contractual Agreement

7.21.1 The COUNTY and the ENGINEER agree that this Contract sets forth the

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

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

- Exhibit A - Consultant Service Authorization
- Exhibit B - Engineering Labor Rates
- Exhibit C - Insurance Certificate

7.22 Successors and Assigns

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

7.23 Public Entity Crimes

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

7.24 AutoCAD Files

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

7.25 Proprietary Information

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

7.26 Criminal History Records Check

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

7.27 Inspector General Review

The COUNTY has established the Office of the Inspector General, Section 2-421 through 2-440, Palm Beach County Code, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. All consultants and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

7.28 Scrutinized Companies.

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

7.29 Books and Records; Audit Rights

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

during normal business hours and upon reasonable advance notice, access to such the books and records of Engineer which shall be produced in Palm Beach County.

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

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

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

WITNESS:

ENGINEER:

Jennifer A. LaFlam
Signature

Troy L. Lyn
Signature

Jennifer A. LaFlam
Name (Type or Print)

Troy L. Lyn
Name (Type or Print)

Vice President
Title

Globaltech, Inc.
Firm

(Corporate Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS
AND CONDITIONS:

By: _____
Assistant County Attorney

By: Jim Stiles
Department Director

EXHIBIT - A

CONSULTANT SERVICE AUTHORIZATION NO. 1

**Palm Beach County Water Utilities Department
Water Treatment Plant No. 8 Anion Exchange System
Engineering Design & Construction Services
Project No. WUD 13-022**

SCOPE OF WORK

BACKGROUND

COUNTY has requested that the CONSULTANT design, permit, and bid a water treatment anion exchange system addition at Palm Beach County Water Treatment Plant No. 8 (WTP 8). The new anion exchange system replaces the existing ozone system and expands the existing 10 million gallon per day (mgd) fixed bed anion exchange system. The total capacity of the anion exchange system for WTP 8 shall be 24 mgd with provisions for future expansion to 30 mgd. The anion exchange system addition will also include modifications to the existing transfer pumps, salt storage, associated electrical and instrumentation, and site and drainage improvements.

A draft conceptual report (Carollo's *Draft Conceptual Plan* dated February 2014) for the expansion had identified that new anion exchange vessels be placed in the location of an existing 1.25 million gallon (MG) ground storage tank (GST). However; the CONSULTANT has recommended that the new anion exchange vessels be located in the newly purchased land located in the northeast corner of the WTP 8 property due to space and operational limitations with the original conceptual location.

This authorization will provide a preliminary design, design for bidding, permitting and bidding services for the WTP 8 anion exchange system. It is envisioned that construction phase engineering services would follow in subsequent authorizations or supplements to this authorization.

SCOPE OF SERVICES

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

PRELIMINARY DESIGN, DESIGN FOR BIDDING, PERMITTING, AND BIDDING SERVICES

CONSULTANT shall perform the following engineering services for the preliminary design, design for bidding, permitting, and bidding services for the anion exchange system at WTP 8. It is the intention of this CSA to provide a complete and final set of contract documents suitable for the permitting and public advertisement and bidding for the construction of the proposed facilities.

The following engineering services have been based upon the direction provided by COUNTY staff, Carollo's *Draft Conceptual Plan*, and CONSULTANT's RFP proposal on this proposed system. Assumptions include:

- The new anion exchange system will have a capacity of 14 mgd with provisions to increase the capacity to 20 mgd in the future. When combined with the existing 10 mgd anion exchange system, the total capacity of the anion exchange system for WTP 8 shall be 24 mgd with provision to expand to 30 mgd.

- The new anion exchange system will be conventional fixed bed anion exchange for the removal of dissolved organic carbon. Vessels will be placed downstream of the filters and include bypass for flows above 14 mgd.
- Yard piping for filtered water pre and post anion exchange with connections to storage tanks. All piping 12" and larger will be shown in plan and profile. Chemical piping with associated connections including, brine, waste brine, sodium hypochlorite and ammonia.
- The new anion exchange vessels will be located in the newly purchased land located in the northeast corner of the WTP 8 property. The new location will have provisions to relocate the existing anion exchange vessels in the future.
- A new electrical / sample building and regeneration waste bleed tanks will be located near the new anion exchange vessels.
- Existing salt storage system previously utilized for on-site generation of sodium hypochlorite will be evaluated as they have been idle for several year. The intent is to reuse these vessels for anion exchange regeneration.
- Existing Transfer Pumps No. 1 through 4 will be replaced with larger HP pumps with variable frequency drives to accommodate 14 mgd and 20 mgd flows through the anion exchange vessels.
- Provisions will be provided for Ground Water Rule compliance by providing four-log virus treatment using free chlorine downstream of anion exchange vessels.
- Demolition will include removal of the ozone equipment inside the ozone building, the ozone exterior transformers and equipment and piping at the ozone contact basin. Existing 1.25 MG GST shall remain.
- Design of facilities shall include a construction phasing plan that will minimize shutdowns.
- COUNTY will install a new lift station and forcemain that can be utilized for regenerate waste disposal. CONSULTANT will assist in design criteria for the lift station and force main.
- Improvements to the drainage system and associated permitting.
- CONSULTANT shall utilize existing record drawings and topographic survey. Subsurface or pothole information shall be collected by CONSULTANT to verify critical information.

Task 1 Preliminary Design

This task addresses the requirements of the project. Work efforts for this task include the following:

1. Preliminary Design Alternatives Report. The project design criteria are to be confirmed with COUNTY staff. CONSULTANT shall review design alternatives and assess order of magnitude cost estimate for the alternatives. Design criteria and alternatives to be discussed and considered include:
 - a. Drainage and site improvements
 - b. Transfer pumps and yard piping improvements
 - c. Transfer pump variable frequency drive improvements
 - d. Demolition requirements for ozone equipment
 - e. Number of anion exchange vessels, diameter, resin volume and configuration. Provisions for expansion to 20 mgd and for future relocation of the existing 10 mgd system.

- f. Modification requirements for reusing existing salt saturators and brine systems for anion exchange system
 - g. Brine waste disposal with environmental controls for meeting wastewater pretreatment ordinance.
 - h. Anion exchange backwash waste disposal
 - i. Treatment schemes for compliance with four-log virus treatment
 - j. Establish equipment requirements in well field zones
2. Preliminary Drawing Production. Preliminary drawings which illustrate each of the basic components of the project including the size, scale, location dimensions, layout and character of each structure and/or facility will be prepared. These drawings shall include PIDs, electrical single lines, site plans, yard piping, hydraulic profile, facility layouts, and major equipment arrangements.
 3. Process Control System Narrative. A process control system narrative will be developed.
 4. Geotechnical Investigation. A limited geotechnical evaluation will be conducted, identifying the soil conditions in the area of the proposed anion exchange system and providing recommendations necessary for foundation design and construction.
 5. Survey. Various surveys will be provided for permitting and design of the impacted areas. These include topographic survey, boundary survey, abstracted survey, and a tree survey. CONSULTANT to utilize existing COUNTY's recent (2014) topographic and boundary surveys and supplement as necessary. COUNTY shall provide in electronic format, the latest previously prepared Alternative Landscape Plan for the site. COUNTY will also provide CONSULTANT the survey data in Autocad 2013 format obtained for the WTP #8 site dated January 2014 by Brown & Phillips, Inc., recorded in field book "PBCo WUD #1, Pages 58-79" which will be utilized for the design plans.
 6. Permitting Investigation. A written description of permitting and code requirements will be provided.
 7. Description of Materials and Equipment. A written description of materials and equipment to be incorporated into the project will be developed.
 8. Construction Sequencing and Scheduling. Preliminary construction sequencing and construction schedule will be developed.
 9. Opinion of Probable Cost. A preliminary opinion of probable construction cost will be developed.
 10. Preliminary Design Summary Report. A summary report shall be prepared to summarize items 2-9 above. The summary report shall not include the alternative discussion in item 1. The summary preliminary design report shall be prepared to outline the design and used for Palm Beach County Health Department permitting.

Task 2 Design for Bidding

After reviewing the Preliminary Design with the COUNTY and incorporating changes or alterations directed by COUNTY, the CONSULTANT shall prepare and submit the Design for Bidding. The design will be phased in 30%, 60%, 90%, and 100% (bid documents). At the 30%, 60%, and 90% design levels, review meetings will be held with COUNTY staff. CONSULTANT will respond in writing to the COUNTY review comments at 30%, 60%, and 90% design. The documents shall include drawings, plans, and specifications that specifically describe the elements, details, components, materials, and other information necessary for construction of the project (@30% five (5) full size and one (1) ½ size set of drawings, @ 60% & 90% five (5) full size and one (1) ½

size sets of drawings and six (6) sets of specifications (a pdf version of the final documents and CAD files on CD will also be provided).

The Design for Bidding shall include the following:

1. General Design. General design covers index of drawings, location and vicinity maps, design data, scope of work, sequence of work, flow diagrams, hydraulic profile, legends, and general conditions.
2. Civil Design. Civil design shall include the layout of the proposed facilities and associated outside piping, paving, grading, and drainage. Civil design shall include yard piping drawings showing plan and elevation of piping and identifying conflicts. (All elevations shall be in NAVD '88). New structures will be constructed above the 100 year flood elevation. The civil design will include modification of the existing drainage and detention areas as necessary.
3. Architectural Design. Limited architectural design is anticipated for the prefabricated electrical/sample building structure only. Architectural design efforts shall be limited to those necessary to facilitate the building department permitting process.
4. Structural Design. Structural design of the building foundation, equipment supports, and associated structural components in accordance with the 2012 Florida building code. No elevated walkways or grating will be included in the structural design.
5. Mechanical Design. Mechanical design shall include the selection, design, and layout of new equipment and piping. It shall also include the design and document preparation for the removal and demolition of the identified facilities. It will include piping drawings showing plan and elevation information. Field inspections shall be performed to ensure that the equipment will fit in the proposed location and will not impact other processes.
6. Electrical Design. Electrical design shall consist of the analysis of power utility service, determination of power requirements and electrical equipment placement, preparation of one-line diagrams, schematic diagrams, lighting, site photometric plan, CCTV, Access controls and fire alarm for new structures, grounding, conduit/cable schedules, miscellaneous schedules, and specifications of all electrical equipment. The electrical drawings will include a consolidated single line drawing of existing equipment and proposed improvements.
7. Instrumentation and Control Design. Instrumentation and control design consists of development of specific control systems for the systems specified for the project and development of final process and instrumentation diagrams (P&IDs) which shall show the relationships of systems and subsystems to one another.) The P&IDs will serve as process summaries for the interrelationship of equipment with instrumentation for the construction and control of the different processes. Instrumentation and control design shall be integrated with the existing control and SCADA system.
8. Physical subsurface investigation. CONSULTANT shall conduct utility locating services in areas of concern for pipe routing. Locating services will include horizontal locations using electromagnetic (EM) induction and/or ground penetrating radar (GPR) and vertical locations using vacuum excavations. Three days of EM and GPR are assumed. Thirty (30) soft surface excavations and fifteen (15) hard surface excavation with restorations are assumed.

Task 3 Permitting Services

This task provides for the preparation of necessary permit applications, meetings, and negotiation with regulatory agencies, and preparation of responses to requests for additional information. The

Engineer shall prepare applications for permits as may be required and related to the project. Permit related work shall include furnishing data, drawings, and other information required by the regulatory agency. Permitting fees will be provided to the CONSULTANT from COUNTY. The permits necessary for the project could include the following:

1. FDEP/PBCHD Permit. Florida Department of Environmental Regulation (FDEP) will require a water treatment plant modification permit. This will be addressed through the Palm Beach County Health Department (PBCHD). Application for four-log virus treatment under the Groundwater Rule.
2. Drainage Permit. The SFWMD as well as a Lake Worth Drainage District (LWDD). It is anticipated that LWDD will not require survey cross-sections of the adjacent L-2 Canal for the permit application.
3. EPA Permit. The U.S. Environmental Protection Agency (EPA) may require a NPDES Stormwater Construction Notice of Intent application and preparation of a Stormwater Pollution Prevention Plan DERM Permit. The Palm Beach County Department of Environmental Resources Management (DERM) may require a permit for excavating stormwater retention areas, and the storage of chemicals.
4. Building Department Permit. The County's building permit process will require project approval during the design phase from various entities such as the site plan review committee and fire and building departments prior to submittal for building permit. Draft permit review will be completed prior to bidding. CONSULTANT will provide signed and sealed site plan drawings to COUNTY for COUNTY's use in seeking site plan and site plan approval with PBC PZB. . Building permits will include new building associated with anion exchange system and modifications to the ozone building.
5. Development Review Officer Review (DRO) Site Plan. A Final Site Plan that reflects the changes to the existing facilities and the improvements proposed under this design contract shall be prepared. The site plan currently on file with Palm Beach County Planning and Zoning shall be updated to meet current technical requirements for review. A Final Alternative Landscape Plan that complies with current technical requirements for review shall be prepared. The traffic statement and the drainage statement as required for the DRO application shall be prepared for application. Attendance at one (1) DRO meeting and preparation of minor revisions to the application, Final Site Plan and Alternative Landscape Plan for the purpose of obtaining DRO approval is assumed.
6. Protection of Native Vegetation. An application for Protection of Native Vegetation through the Palm Beach County Department of Environmental Resources Management (ERM) with the DRO applications shall be prepared. A land planner shall visit the site upon receipt of the tree survey to inspect trees, verify unknown species shown on survey and determine the scope of protection and removal. A draft native tree preservation/relocation/mitigation plan and tree disposition table shall be prepared. Trees 6-inch trunk diameter and larger will be surveyed. Attendance at one (1) field meeting with ERM staff for final review and approval and one (1) additional meeting with ERM staff to address comments is assumed.
7. Palm Beach County Department of Environmental Resource (ERM). A permit to modify a Zone 2 facility within a wellfield zone of influence may be required based upon the design of the facility. These permit applications will be completed as required.

Task 4 Bidding Services

1. Solicitation of Bids. COUNTY will advertise and receive bids.
2. Attend pre-bid meeting with site inspection. Provide minutes of the pre-bid meeting.
3. Addenda. The CONSULTANT shall provide written response to COUNTY along with sketches and drawings to issue written addenda as appropriate to interpret, clarify, or expand the bidding documents.
4. Review of Bids. The CONSULTANT shall attend big opening and offer an opinion of acceptability or unacceptability for lowest qualified bidder. Contractor qualifications to be evaluated by COUNTY.

Services Not Included in Scope of Services

- Titlework shall be provided by Owner.
- Application and review by public hearing or notification to surrounding property owners under the DRO application.
- Preparation of and application for SFWMD Water Use (Dewatering) permit application.
- Fire alarm upgrade of existing buildings or structure. Fire alarm system will be placed on new sample/electrical building.
- Physical subsurface investigation (pot-holding) beyond amount assumed in Cost Not to Exceed. Cost Not to Exceed amount assumes thirty (30) soft surface excavations and fifteen (15) hard surface excavation with restorations. Additional soft or hard surface excavation beyond the assumed quantity can be performed at a unit rate of \$275 per soft excavation or \$385 per hard excavation with restoration.
- Prequalification of contractors.
- Services associated with bid protests that require action in accordance with the County's general bid protest requirements.
- Services associated with the rejection of re-bidding unless re-bidding is required as a result of CONSULTANT errors.
- Patent related dispute services.
- Litigation services.
- Permitting application fees.
- Services during construction.
- Additional services not otherwise provided for in this Scope of Services.

Compensation

The lump sum of \$982,499.23 and Not to Exceed of \$14,025.00 for subsurface investigations.

M/WBE Participation

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

ATTACHMENT – A	Budget Summary
ATTACHMENT – B	Project Schedule
ATTACHMENT – C	SBE Schedules 1 & 2
ATTACHMENT – D	Location Map
ATTACHMENT – E	Anticipated List of Drawings

ATTACHMENT - A
CSA-1: PBCWUD WTP 8 Anion Exchange System Engineering Design
Compensation Summary

Task	Task Description	E6	E6	E6	E4	T6	Office	Office	Total Labor	*Sub-Consultant Services	Sub-Consultant
		\$57.68	\$68.47	\$62.00	\$44.00	\$28.56	\$29.66	\$17.86			
	Project Management/Coordination	16	48				8	8			
	Site visits to verify site conditions			24	24						
	Site civil design		8	8		4		4		\$ 14,830.00	MC
	Yard piping design	8	24		10	24		4			
	Mechanical design	8	24		10	24		4			
	Architectural Design	8		8		16		2			
	HVAC Design	8	4			16		2			
	Structural Design		8			8		4		\$ 8,713.00	BDA
	Electrical Design		8		24	8		4		\$ 33,500.00	HEE
	I&C Design		8		24	8		4		\$ 32,500.00	HEE
	Demolition		4			8		2			
	Prepare Cost Estimate	4	8		16			2			
	Meet with Staff and Review	8	8	8							
	Subtotal Task 2C	60	162	48	108	116	8	40	\$ 23,863.60	\$ 89,643.00	
2D	Final Design										
	Project Management/Coordination	4	24				8	4			
	Site civil design		4	8		8		4		\$ 10,129.00	MC
	Yard piping design	8	8			24		2			
	Mechanical design	8	8			24		2			
	Structural Design		2			8		2			
	Electrical Design		8		8	16		4		\$ 9,500.00	HEE
	I&C Design		8		8	16		4		\$ 9,500.00	HEE
	QA/QC Review	20									
	Subtotal Task 2D	40	62	8	16	96	8	22	\$ 10,420.26	\$ 29,129.00	
3	Permitting Services										
	Project Management/Coordination	4	16				4	4			
	FDEP/PBCHD Permit		20		20	8		2			
	SFWMD & LWDD Permits		8					2		\$ 6,378.00	MC
	DRO Site Plan Mod/APL/Tree Removal		8					2		\$ 33,861.00	MC
	Building Department Permit	16	24			8		2		\$ 4,000.00	HEE
	PBCDERM		16		20	4		2			
	Subtotal Task 3	20	62	0	40	20	4	14	\$ 9,230.16	\$ 44,239.00	
4	Bidding Services										
	Project Management/Coordination		2				4	4			
	Attend pre-bid meeting		8					2			
	Addenda	8	24	8		24		16		\$ 3,000.00	HEE
										\$ 2,218.00	BDA
	Review of Bids	4	12					4			
	Subtotal Task 4	12	46	8	0	24	4	28	\$ 5,061.60	\$ 8,704.00	
	Labor Hours	496	1350	472	632	788	72	364			
	Labor Costs	\$28,609.26	\$78,934.50	\$24,544.00	\$27,808.00	\$22,505.28	\$2,134.80	\$6,435.62	\$190,971.38		
	Labor Multiplier	3.00	3.00	3.00	3.00	3.00	3.00	3.00			
	Labor Total	\$86,827.84	\$236,803.60	\$73,632.00	\$83,424.00	\$67,616.84	\$8,404.40	\$19,308.56	\$672,914.14		
	Subconsultant Total									\$ 401,913.00	
	Subconsultant Multiplier									1.0	
	Subcontract Total									\$ 401,913.00	
	Reimbursable Expenses									\$ 8,947.09	
	LUMP SUM PROJECT TOTAL									\$983,774.23	
	Subsurface invest. (Not to Exceed)									\$12,750.00	GHD
	Subconsultant Multiplier									1.0	
	ADDITIONAL NOT TO EXCEED TOTAL									\$12,750.00	
	GRAND TOTAL									\$996,524.23	

Subconsultants:
 BDA - Bridge Design Associates
 BP - Brown-Phillips Surveyors
 DET - Dunkelberger Engineering & Testing, Inc., A Terracon Company

GHD - Ground Hound Detection Services
 HEE - Hillers Electrical Engineering
 MC - Mathews Consulting

Attachment - B

CSA 1: PBCWUD WTP 8 Anion Exchange System Engineering Design

PROJECT SCHEDULE

The completion dates for this work will be as follows from Notice to Proceed:

<u>Services</u>	<u>Completion Date</u>
Task 1 – Preliminary Design	100 days
Task 2 – Design for Bidding*	
30% Design	150 days
60% Design	210 days
90% Design	255 days
100% Design	285 days
Task 3 – Permitting Services	300 days
Task 4 – Bidding Services	330 days

*Includes 2 weeks of review time for COUNTY for each design period.

ATTACHMENT C

SCHEDULE #1

LIST OF PROPOSED SBE-MWBE PRIME/SUBCONSULTANTS

PROJECT NAME: PBCWUD WTP 8 Anion Exchange System PROJECT NUMBER: WUD 13-022

NAME OF PRIME BIDDER: Globaltech, Inc. ADDRESS: 6001 Broken Sound Pkwy NW Ste. 610, Boca Raton, FL 33487

CONTACT PERSON: Bernard P. Gandy, President PHONE NO. 561-997-6433 FAX NO. 561-997-5811

BID OPENING DATE: N/A DEPARTMENT N/A

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

Name, Address and Telephone Number of Minority Consultant	(Check one or both Categories)		Dollar Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Globaltech, Inc. 6001 Broken Sound Pkwy NW, Ste. 610, Boca Raton, FL 33487	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$ 581,861.23	\$
Hillers Electrical Engineering, Inc. 23257 State Rd 7, Ste. 100, Boca Raton, FL 33428	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$ 229,000.00	\$	\$	\$
Matthews Consulting, Inc. 1475 Centrepark Blvd. Ste. 250, West Palm Beach, FL 33401	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$ 127,778.00	\$	\$
Brown & Phillips, Inc. 1860 Old Okeechobee Rd. Ste. 509, West Palm Beach, FL 33409	<input type="checkbox"/>	<input type="checkbox"/>	\$ 6,080.00	\$	\$	\$	\$
Ground Hound Detection Services, Inc. 2930 NW Commerce Park Dr. Ste. 1, Boynton Beach, FL 33426	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$ 17,850.00	\$
Bridge Design Associates, Inc. 1402 Royal Palm Beach Blvd., Bldg. 200, Royal Palm Beach, FL 33411	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$ 28,355.00	\$
PRIME CONSULTANT TO COMPLETE:			\$ 6,080.00	\$ 229,000.00	\$ 127,778.00	\$ 628,066.23	\$
	TOTAL		\$ 6,080.00	\$ 229,000.00	\$ 127,778.00	\$ 628,066.23	\$
BID PRICE: <u>\$ 996,524.23</u>		Total Value of SBE Participation:		\$ 990,924.23			

- NOTE:
1. The amount listed on this form for a Subconsultant must be supported by price or percentage included on Schedule 2 or a proposal from each Subconsultant listed in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an MWBE. If firms are certified as both an SBE and MWBE, please indicate the dollar amount under the appropriate category.
 3. MWBE information is being collected for tracking purposes only.

ATTACHMENT C

SCHEDULE 2

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

PROJECT NO. WUD 13-022 PROJECT NAME: PBCWUD WTP & Anion Exchange System

TO: Globaltech, Inc.
(Name of Prime Bidder)

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

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: November 24, 2012

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>1</u>	<u>Preliminary Design</u>	<u>1</u>	<u>L.S.</u>	<u>\$159,236.61</u>
<u>2A</u>	<u>30% Design</u>	<u>1</u>	<u>L.S.</u>	<u>\$137,575.40</u>
<u>2B</u>	<u>60% Design</u>	<u>1</u>	<u>L.S.</u>	<u>\$134,852.66</u>
<u>2C</u>	<u>90% Design</u>	<u>1</u>	<u>L.S.</u>	<u>\$ 73,560.80</u>
<u>2D</u>	<u>Final Design</u>	<u>1</u>	<u>L.S.</u>	<u>\$ 33,760.78</u>
<u>3</u>	<u>Permitting Services</u>	<u>1</u>	<u>L.S.</u>	<u>\$ 27,690.48</u>
<u>4</u>	<u>Bidding Services</u>	<u>1</u>	<u>L.S.</u>	<u>\$ 15,184.50</u>

at the following price

\$ 581,861.23 (five hundred eighty one thousand eight hundred sixty-one dollars and twenty three cents)
(Subconsultant's Quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____.

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Globaltech, Inc.
(Print Name of SBE-M/WBE Subconsultant)

By: Troy L. Lyn
(Signature)

Troy L. Lyn, P.E./Vice President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 8/18/14

ATTACHMENT C

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR MWBE SUBCONSULTANT

PROJECT NO. WUD 13-022 PROJECT NAME: PBCWUD WTP 8 Anion Exchange System

TO: Globaltech, Inc.
(Name of Prime Bidder)

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

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: October 17, 2012.

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>1</u>	<u>Preliminary Design</u>	<u>1</u>	<u>L.S.</u>	<u>\$22,000.00</u>
<u>2A</u>	<u>30% Design</u>	<u>1</u>	<u>L.S.</u>	<u>\$34,000.00</u>
<u>2B</u>	<u>60% Design</u>	<u>1</u>	<u>L.S.</u>	<u>\$66,000.00</u>
<u>2C</u>	<u>90% Design</u>	<u>1</u>	<u>L.S.</u>	<u>\$61,000.00</u>
<u>2D</u>	<u>100% Design/Bid documents</u>	<u>1</u>	<u>L.S.</u>	<u>\$14,000.00</u>
<u>3</u>	<u>Permitting</u>	<u>1</u>	<u>L.S.</u>	<u>\$4,000.00</u>
<u>4</u>	<u>Bid Services</u>	<u>1</u>	<u>L.S.</u>	<u>\$3,000.00</u>
<u>5</u>	<u>Additional Stowater P.S.</u>	<u>1</u>	<u>L.S.</u>	<u>\$25,000.00</u>

at the following price

\$ 229,000.00 (Two hundred twenty nine thousand dollars and no cents)
(Subconsultant's Quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____.

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Hillers Electrical Engineering, Inc.
(Print Name of SBE-MWBE Subconsultant)

By: 
(Signature)

Paul Hillers, President
(Print name/title of person executing on behalf of SBE-MWBE Subconsultant)

Date: 8/15/2014

ATTACHMENT C

SCHEDULE 2

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

PROJECT NO. WUD 13-022 PROJECT NAME: PBCWUD WTP 8 Anion Exchange System

TO: Globaltech, Inc.
(Name of Prime Bidder)

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

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: September 10, 2013.

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>1</u>	<u>Surveying</u>	<u>1</u>	<u>L.S.</u>	<u>\$10,405.00</u>
<u>2</u>	<u>DRO Site Plan Modification</u>	<u>1</u>	<u>L.S.</u>	<u>\$33,861.00</u>
<u>3</u>	<u>Preliminary Design Report</u>	<u>1</u>	<u>L.S.</u>	<u>\$10,242.00</u>
<u>4</u>	<u>Design</u>	<u>1</u>	<u>L.S.</u>	<u>\$63,404.00</u>
<u>5</u>	<u>Permitting</u>	<u>1</u>	<u>L.S.</u>	<u>\$ 6,378.00</u>
<u>6</u>	<u>Bidding Phase</u>	<u>1</u>	<u>L.S.</u>	<u>\$ 3,488.00</u>

at the following price
\$ 127,778.00 (one hundred twenty seven thousand seven hundred seventy eight dollars and no cents)
(Subconsultant's Quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____.

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Mathews Consulting, Inc.
(Print Name of SBE-M/WBE Subconsultant)

By: 
(Signature)

David L. Mathews
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: August 18, 2014

ATTACHMENT C

SCHEDULE 2

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

PROJECT NO. WUD 13-022 PROJECT NAME: PBCWUD WTP & Anion Exchange System

TO: Globaltech, Inc.
(Name of Prime Bidder)

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

Small Business Enterprise XX Minority Business Enterprise XX

Black XX Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: January 28, 2013.

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>1</u>	<u>Utility tie-in survey</u>	<u>L.S.</u>	<u> </u>	<u>\$6,860.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

at the following price

\$ 6,860.00 (six thousand eight hundred sixty dollars and no cents)
(Subconsultant's Quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Brown & Phillips, Inc.
(Print Name of SBE-M/WBE Subconsultant)

By: Anthony Brown
(Signature)

Anthony Brown / CEO
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 8/15/14

ATTACHMENT C

SCHEDULE 2

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

PROJECT NO. WUD 13-022 PROJECT NAME: PBCWUD WTP 8 Anion Exchange System

TO: Globaltech, Inc.
(Name of Prime Bidder)

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

Small Business Enterprise Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>1</u>	<u>EM & GPR Investigation</u>	<u>3 days</u>	<u>\$1,700/day</u>	<u>\$5,100.00</u>
<u>2</u>	<u>Soft surface excavation</u>	<u>30</u>	<u>\$250/each</u>	<u>\$7,500.00</u>
<u>3</u>	<u>Hard surface excavatoin</u>	<u>15</u>	<u>\$350/each</u>	<u>\$5,250.00</u>

at the following price

\$ 17,850.00 (seventeen thousand eight hundred fifty dollars and no cents)
(Subconsultant's Quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____.

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Ground Hound Detection Services, Inc.
(Print Name of SBE/M/WBE Subconsultant)

By: [Signature]
(Signature)

Sean Halsey / South Florida Director
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: August 15, 2014

ATTACHMENT C

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR MWBE SUBCONSULTANT

PROJECT NO. WUD 13-022 PROJECT NAME: PBCWUD WTP 8 Anion Exchange System

TO: Globaltech, Inc.
(Name of Prime Bidder)

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

Small Business Enterprise Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: October 24, 2013.

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>1</u>	<u>Structural Design</u>	<u>L.S.</u>	<u> </u>	<u>\$26,139.00</u>
<u>2</u>	<u>Bid Phase Services</u>	<u>L.S.</u>	<u> </u>	<u>\$2,216.00</u>

at the following price

\$ 28,355 (twenty eight thousand three hundred fifty five dollars and no cents.)
(Subconsultant's Quote)

And will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subconsultant, the amount of any such subcontract must be stated: \$ _____.

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Bridge Design Associates, Inc.
(Print Name of SBE-M/WBE Subconsultant)

By: 
(Signature)

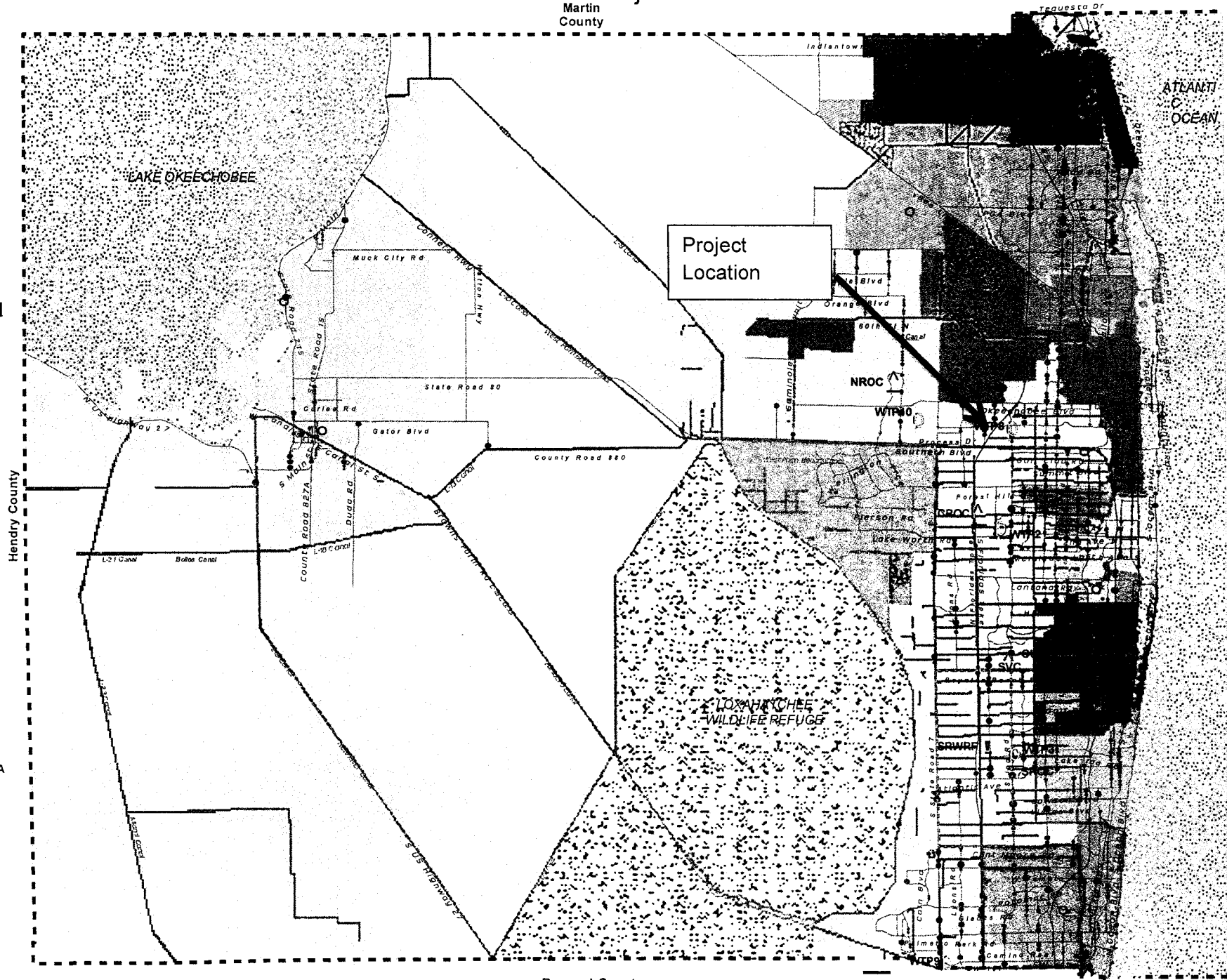
BRIAN C. RHEAULT
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 8/15/2014

Attachment D- Project Location



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities



- Legend**
- MANDATORY RECLAIMED SA
 - Water Treatment Facility
 - △ Administration
 - ⊥ Water Reclamation Facility
 - - - COUNTY LIMITS
 - P.B.C.W.U.D. SA

Attachment - E

CSA 1: PBCWUD WTP 8 Anion Exchange System Engineering Design

LIST OF ANTICIPATED DRAWINGS

1. G-1 Index
2. G-2 Abbreviations
3. G-3 Symbols
4. G-4 Location Map
5. G-5 Process Flow Diagram
6. G-6 Hydraulic Profile
7. G-7 Contractors Staging Area

8. C-1 Civil Abbreviations & Legends
9. C-2 Existing Site and Demolition Plan
10. C-3 Site Plan, Survey Notes and Soil Boring Locations
11. C-4 Grading & Drainage Plan- Sheet 1
12. C-5 Grading & Drainage Plan- Sheet 2
13. C-6 Grading & Drainage Plan- Sheet 3
14. C-7 Grading & Drainage Plan- Sheet 4
15. C-8 Cross Sections
16. C-9 Cross Sections
17. C-10 PavingGrading & Drainage Details

18. Y-1 Existing Yard Piping Plan- North
19. Y-2 Existing Yard Piping Plan- South
20. Y-3 Yard Piping Modifications- North
21. Y-4 Yard Piping Modifications – South
22. Y-5 Large Diameter Pipe Plan and Profile
23. Y-6 Large Diameter Pipe Plan and Profile
24. Y-7 Large Diameter Pipe Plan and Profile
25. Y-8 Large Diameter Pipe Plan and Profile
26. Y-9 Large Diameter Pipe Plan and Profile
27. Y-10 Large Diameter Pipe Plan and Profile
28. Y-11 Chemical Piping Plan – North
29. Y-12 Chemical Piping Plan - South
30. Y-13 Miscellaneous Yard Piping Details
31. Y-14 Miscellaneous Yard Piping Details
32. Y-15 Miscellaneous Yard Piping Details
33. Y-16 Miscellaneous Yard Piping Details
34. Y-17 Miscellaneous Yard Piping Details

35. L-1 Tree Survey/ Tree Relocation Plan- Clearing and Grubbing Plan
36. L-2 Tree Table, Clearing and Grubbing Details

37. A-1 Architectural Sheet Index, General Notes, Code Analysis, Abbreviations, and Symbols
38. A-2 Electrical / Sample Building Floor Plan and Roof Plan
39. A-3 Electrical / Sample Building Partial Exterior Elevations
40. A-4 Door Schedule, Louver Schedule, Approved Products Table, Door, Door Frame and Louver Types

Attachment - E

CSA 1: PBCWUD WTP 8 Anion Exchange System Engineering Design

LIST OF ANTICIPATED DRAWINGS

- 41. A-5 Architectural Door and Louver Details
- 42. A-6 Architectural Door, Louver and Roof Details

- 43. D-1 Ozone Building Interior Demolition - Plan
- 44. D-2 Ozone Building Interior Demolition – Details
- 45. D-3 Ozone Building Interior Demolition – Details

- 46. S-1 General Notes, Abbreviations and Legends
- 47. S-2 Electrical / Sample Building Plan, Sections, and Details
- 48. S-4 Anion Exchange System Plan and Section
- 49. S-5 Brine Tanks Pad- Plan, Sections and Detail
- 50. S-6 Bleed Tank and Relocated Ammonia System Pads- Plans and Sections
- 51. S-7 Waste Tank Plan, Sections and Detail
- 52. S-8 Structural Details
- 53. S-9 Structural Details
- 54. S-10 Structural Details
- 55. S-11 Structural Details

- 56. M-1 Abbreviations and Legends
- 57. M-2 General Notes
- 58. M-3 Mechanical Site Plan
- 59. M-4 Anion Exchange System- Plan
- 60. M-5 Anion Exchange System – Enlarge Plan 1
- 61. M-6 Anion Exchange System – Enlarge Plan 2
- 62. M-7 Anion Exchange System – Sections 1
- 63. M-8 Anion Exchange System – Sections 2
- 64. M-9 Anion Exchange System - Details
- 65. M-10 Transfer Pumps / Backwash Pump- Demolition Plan
- 66. M-11 Transfer Pumps / Backwash Pump- Modification Plan
- 67. M-12 Transfer Pumps – Modification – Sections
- 68. M-13 Transfer Pumps - Details
- 69. M-14 Filter Backwash Pump – Plan & Section
- 70. M-15 Brine Tank For Anion Exchange System
- 71. M-16 Salt Storage Silo Modifications- Plan
- 72. M-17 Salt Storage Silo Modifications - Details
- 73. M-18 Bleed Tank For Anion Exchange System – Plan
- 74. M-19 Bleed Tank For Anion Exchange System – Sections
- 75. M-20 Chlorine Injection Point
- 76. M-21 Ammonia Injection Point
- 77. M-22 Remote Free Chlorine Analyzer/Remote Total Chlorine Analyzer
- 78. M-23 Stormwater Pump Station – Plan & Section
- 79. M-24 Electric/Sample Building – Plan
- 80. M-25 Electric/Sample Building – Sections
- 81. M-26 Miscellaneous Piping Details
- 82. M-27 Miscellaneous Piping Details
- 83. M-28 Standard Details

Attachment - E

CSA 1: PBCWUD WTP 8 Anion Exchange System Engineering Design

LIST OF ANTICIPATED DRAWINGS

84.	M-29	Standard Details
85.	M-30	Standard Details
86.	M-31	Standard Mechanical Details
87.	M-32	Miscellaneous Mechanical Details
88.	M-33	Miscellaneous Mechanical Details
89.	H-1	HVAC Symbols and Abbreviations
90.	H-2	Electrical / Sample Building Main HVAC Plan
91.	H-3	HVAC Schedules
92.	H-4	HVAC Details
93.	E-1	Electrical Legend and Symbols
94.	E-2	Electrical General Notes
95.	E-3	Electrical Site Plan – Keyed Map
96.	E-4	Enlarged Electrical Site Plan – Sheet 1
97.	E-5	Enlarged Electrical Site Plan – Sheet 2
98.	E-6	Existing Overall One Line Diagram
99.	E-7	Existing SWBD-1 One Line Diagram - Demolition
100.	E-8	Modified SWBD-1 One Line Diagram - Proposed
101.	E-9	Modified Ozone Switchboard One Line Diagram
102.	E-10	Modified 4SWD (Hypo Switchboard) One Line Diagram
103.	E-11	Proposed DP-10 Panel One Line Diagram – New Anion Exchange System
104.	E-12	Proposed Power Panels PP-10A One Line Diagram
105.	E-13	Proposed Power Panels PP-10A One Line Diagram
106.	E-14	Elevation Diagrams – Sheet 1
107.	E-15	Elevation Diagrams – Sheet 2
108.	E-16	Schematic Diagrams – Sheet 1
109.	E-17	Schematic Diagrams – Sheet 2
110.	E-18	Instrumentation Riser Diagrams – Sheet 1
111.	E-19	Instrumentation Riser Diagrams – Sheet 2
112.	E-20	Power and Control Riser Diagrams - Sheet 1
113.	E-21	Power and Control Riser Diagrams – Sheet 2
114.	E-22	Panel Schedules – Sheet 1
115.	E-23	Panel Schedules – Sheet 2
116.	E-24	Panel Schedules – Sheet 3
117.	E-25	Lighting and Circuit Schedules
118.	E-26	Yard Conduit Schedules
119.	E-27	Existing Pump Room – Transfer Pumps Demolition
120.	E-28	Existing Pump Room – New Transfer Pumps Electrical Plan
121.	E-29	Existing Control Building – Electrical Room Plan
122.	E-30	New Anion Exchange System Lighting and Power Plan
123.	E-31	New Anion Exchange System Electrical Plan
124.	E-32	New Anion Exchange System Grounding Plan
125.	E-33	New Anion Exchange System – Electrical Room Plan
126.	E-34	Existing Hypo. Building – Electrical Plan
127.	E-35	Existing Ozone Building – Electrical Plan

Attachment - E

CSA 1: PBCWUD WTP 8 Anion Exchange System Engineering Design

LIST OF ANTICIPATED DRAWINGS

128.	E-36	New Site Lighting Photometric Plan
129.	E-37	Electrical Details – Sheet 1
130.	E-38	Electrical Details – Sheet 2
131.	E-39	Electrical Details – Sheet 3
132.	E-40	Electrical Details – Sheet 4
133.	I-1	Instrumentation Legend and Symbols
134.	I-2	Control System communication Block Diagram
135.	I-3	P&ID – Anion Exchange Vessels No. 1 and No. 2
136.	I-4	P&ID – Anion Exchange Vessels No. 3 and No. 4
137.	I-5	P&ID – Anion Exchange Vessels No. 5 and No. 6
138.	I-6	P&ID – Anion Exchange Vessels No. 7 and No. 8
139.	I-7	P&ID – Anion Exchange Vessels No. 9 and No. 10
140.	I-8	P&ID – Brine Pumps and Tanks
141.	I-9	P&ID – Brine Pumps and Tanks
142.	I-10	P&ID – Transfer Pumps
143.	I-11	P&ID – Backwash Pumps
144.	I-12	P&ID – Miscellaneous – Sheet 1
145.	I-13	P&ID – Miscellaneous – Sheet 2
146.	I-14	Instrumentation Details – Sheet 1
147.	I-15	Instrumentation Details – Sheet 2
148.	I-16	Instrumentation Details – Sheet 3
149.	F-1	Fire Alarm, Security and Access Control Legend and Notes
150.	F-2	Access Control and CCTV Site Plan
151.	F-3	Anion Exchange System – Fire Alarm Layout
152.	F-4	Anion Exchange System - Access Control and CCTV Layout
153.	F-5	Fire Alarm Riser
154.	F-6	Access Control and CCTV Riser
155.	F-7	Fire Alarm Schedules
156.	F-8	Fire Alarm Details
157.	F-9	Access Control and CCTV Details

Exhibit B
Globaltech, Inc.
Engineering Labor Rates for 2014

Position	Minimum Billing Rate	Maximum Billing Rate
Engineer 7	\$ 63.50	\$ 79.92
Engineer 6	\$ 50.22	\$ 74.25
Engineer 5	\$ 38.61	\$ 62.64
Engineer 4	\$ 30.46	\$ 55.08
Engineer 3	\$ 25.49	\$ 41.26
Engineer 2	\$ 21.38	\$ 37.37
Engineer 1	\$ 19.44	\$ 34.02
Engineer 0	\$ 17.28	\$ 24.84
Technician 5	\$ 27.00	\$ 45.25
Technician 4	\$ 20.84	\$ 39.64
Technician 3	\$ 18.90	\$ 31.68
Technician 2	\$ 14.36	\$ 26.46
Technician 1	\$ 13.77	\$ 21.28
Office	\$ 13.64	\$ 30.35

These rates are subject to an annual 4% increase.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2014

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

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Christopher M. Moore, CPCU	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Globaltech, Inc. 6001 Broken Sound Pkwy NW #610 Boca Raton, FL 33487	INSURER A : Amerisure Insurance Company NAIC #	
	INSURER B : Torus Specialty Ins Co 44776	
	INSURER C : Indian Harbor Insurance Co. 36940	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION RIGHTS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	CPP207965702	11/01/2013	11/01/2014	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA207965401	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		09800D130ALI	11/01/2013	11/01/2014	EACH OCCURRENCE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC207965501	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab Claims Made		BIND082114 RETRO DATE 7/7/95	08/21/2014	08/21/2015	Claim/Agg 3,000,000 Ded 50,000	

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

Board of County Commissioners Palm Beach County, FL a political subdivision of the State of FL, Palm Beach County Water Utilities Department, The Engineer, their officers, directors and agents are Additional Insured's with respect to General Liability if required by written contract.

enter in clip 8/25/14

CERTIFICATE HOLDER BOARD OF Board of County Commissioners Palm Beach County c/o Water Utilities Department PO Box 16097 West Palm Beach, FL 33416	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 