Agenda Item <u>#3K-5</u>

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date: November 18, 2014

Consent [X] Public Hearing []

Regular []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Contract for Engineering/Professional Services with Mathews Consulting, Inc. for the Western Region Operations Center (WROC) design and bidding services in the amount of \$694,282.70.

Summary: This Contract will provide engineering and construction administration services required to construct the WROC adjacent to the Lake Region Water Treatment Plant (WTP 11). This Contract will provide final design plans and bidding services to construct the Operations and Maintenance Buildings for the Zone 6 utility crews which serve the Cities of Belle Glade, Pahokee, and South Bay and the unincorporated areas of the Glades. The selected engineering firm was procured under the provisions of Florida Statutes 287.055 (Consultants' Competitive Negotiation Act). The Contract has a term of five (5) years due to phasing. This Contract has a small business participation goal of 97%. Mathews Consulting, Inc. is a Palm Beach County company. (WUD Project No. 13-053) <u>District 6</u> (JM)

Background and Justification: The WROC site was acquired from the State of Florida on March 19, 2004, (ORB 16946 pages 0529 to 0532). The Department submitted a Site Plan Application No. 2013-1851 which was approved on September 11, 2013 adding the WROC to the WTP 11 site. Permanent hardened structures will replace the temporary trailers currently housed on the leased School District site.

Attachments:

- 1. Location Map
- 2. Two (2) Original Contracts
- 3. Attachment 3 Preliminary Drawing List

Recommended By:	Pepartment Director	10-28-14 Date
	ADRI)01	

Approved By:

Truck Assistant County Administrator

(110/070 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures External Revenues Program Income (County) In-Kind Match County	<u>\$694,282</u> <u>0</u> <u>0</u> <u>0</u>	0 0 0 0	0 0 0 0	0 0 0 0	0 0 0 0
NET FISCAL IMPACT	\$694,282	<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>W037</u>	Object	<u>6502</u>

Reporting Category <u>N/A</u>

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: <u>Julya M Wut</u>

III. REVIEW COMMENTS

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

OFMB Β. .egal Suffićiency: Assistant Count **Kttorn**

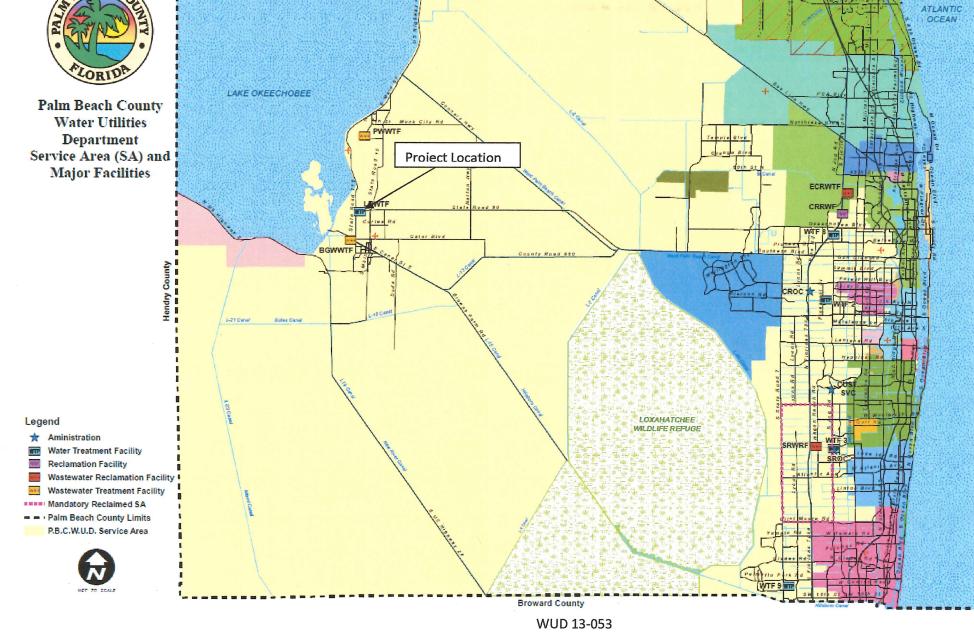
C. Other Department Review:

Purchasing Department Director

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

Contract D





Martin County

CONTRACT FOR ENGINEERING/PROFESSIONAL SERVICES WESTERN REGION OPERATIONS CENTER (WROC) PROJECT NO. WUD 13-053

This Contract is made as of the _____ day of _____, 20__, 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 <u>MATHEWS CONSULTING</u>, INC. authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is <u>65-0813121</u>.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of <u>professional engineering and construction services</u>, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be <u>Stephen</u> <u>McGrew, P.E.</u>, telephone no. <u>561-493-6110</u>.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be <u>Rene L. Mathews, P.E.</u>, telephone no. <u>561-655-6175</u>.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on 11/18/2014 and complete all services by 11/17/2019.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. 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 CONSULTANT 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. The amount to be paid by the COUNTY under this Contract for all services and materials excluding "out of pocket" expenses shall be a lump sum amount of <u>Six Hundred Eighty Four Thousand Two Hundred Eighty Two Dollars and 70 Cents</u>

(\$684,282.70). The amount to be paid by the COUNTY under this Contract for "out of pocket" expenses (specified in paragraph C below) shall be the not to exceed amount of \$10,000.00. The total Contract for lump sum and not to exceed shall be the amount of <u>Six Hundred Ninety Four Thousand Two Hundred Eighty Two Dollars and 70 Cents</u> (\$694,282.70). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "lump sum amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed <u>Ten Thousand</u> Dollars (\$10,000), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-ofpocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section II2.061, Florida Statutes.
- D. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The

CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

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

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The CONSULTANT agrees to a minimum 97% SBE participation.

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

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

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

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

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

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract. (see Attachment 2)
- B. <u>Commercial General Liability</u> CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis.
- C. <u>Business Automobile Liability</u> CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Accident for all owned, nonowned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. <u>Worker's Compensation Insurance & Employers Liability</u> CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$3,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum

reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

<u>Additional Insured</u> CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- F. <u>Waiver of Subrogation</u> CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a preloss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. <u>Certificate(s) of Insurance</u> Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County c/o <u>Maurice Tobon</u> <u>8100 Forest Hill Blvd.</u> <u>West Palm Beach, FL 33413</u>

- H. <u>Umbrella or Excess Liability</u> If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. <u>**Right to Review**</u> COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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

ARTICLE 14 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the



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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

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

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to

Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

with the change.

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

ARTICLE 26 - NOTICE

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

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

With copies to:

Palm Beach County Attorney's Office 301 North Olive Ave. West Palm Beach, Florida 33401

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

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

Ms. Rene L. Mathews, P.E. President Mathews Consulting, Inc. 477 South Rosemary Avenue, Suite 330 West Palm Beach, Florida 33401

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

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

ARTICLE 31 - Standard of Care

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



CONSULTANT 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 WROC 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 CONSULTANT has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BOCK **CLERK AND COMPTROLLER**

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS:**

By: **Deputy Clerk**

WITNESS: 10 Signature Tavis ecca Name (type or print) Signature

Srenda Klipn Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By Jim Stees, Department Director

By: _

Mayor

CONSULTANT: Consulting, Inc. Mathlew lignature **Rene L. Mathews**

Typed Name

President Title

(corp. seal)

EXHIBIT A

Western Region Operations Center (WROC) Engineering Design and Construction Services Project No. WUD 13-053

SCOPE OF WORK

BACKGROUND

The project encompasses providing professional engineering and construction services for a period up to 5 years for the construction of the Western Region Operations Center to be located in Belle Glade. The project will be divided into several design and construction phases. The project phases are generally described as follows:

- Phase 2 Entrance way, Shop Building, vehicle wash, covered storage, Generator Building, A/C chiller and parking lot.
- Phase 3 Warehouse and lay down yard.
- Phase 4 Administration / Operations / Customer Service Building and customer parking area.

Note: Phase 1 is underway and is not part of this contract.

SCOPE OF SERVICES

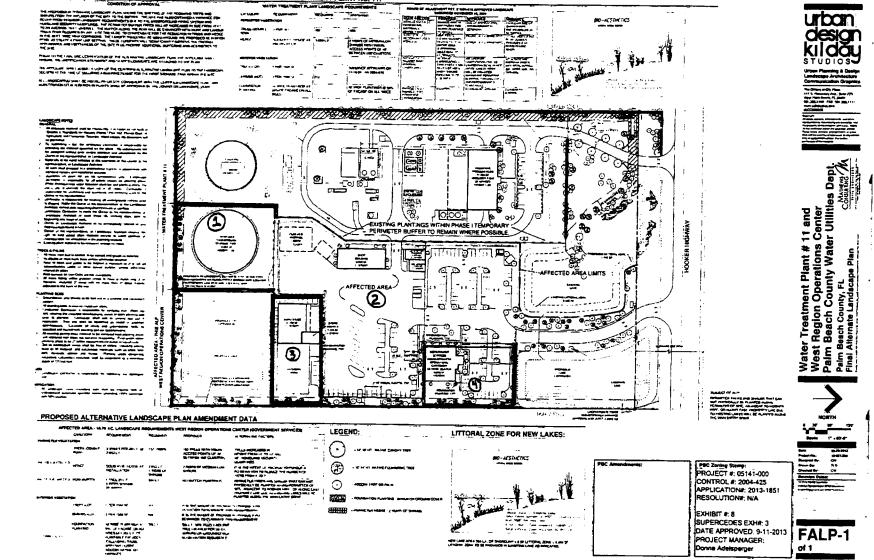
The first task of this project provides for the engineering and architectural design, permitting and bidding services for the buildings and overall site improvements for Phase 2 and Phase 3 at the West Region Operations Center (WROC) as depicted on the attached site plan FALP-1 and described below. In conjunction with the design and permitting tasks, Mathews Consulting (MC) shall provide WROC Master Project Scheduling Updates on a monthly basis.

Phase 2 & 3: Shop Building (with central IT room for compound), Vehicle Wash, Covered Storage, Generator Building, A/C Chiller Building, Lift Station, parking areas (except for the area north of the future Administration Building), paving of shellrock access road previously constructed for access to the ground storage tank, drainage system associated with the Phase 2 and 3 limits including the outfall control structure, review of existing WTP #11 drainage system for interconnection with new system, all associated water, sewer, wastewater lift station and forcemain, diesel fuel piping, chilled water piping, electrical, fire alarms, SCADA, telecommunications, security systems, site lighting, curbing, wheel stops within Phase 2 and 3 limits, striping, entry sign structure, dumpster, bulk storage enclosure and all perimeter fencing and main security gate. Also included are generator capacity requirement calculations and design improvements required to provide emergency generator capacity for the WTP #11 and to relocate or replace the existing generator, the proposed overall site improvements and the extensions to coordinate the relocation of emergency power generation to the proposed Generator Building from the current generator location. A permanent electrical lug box will be included for connection of a portable emergency generator when the fixed permanent generator is out of service for maintenance.

Landscape and irrigation design will be by PBCWUD but will be included in the design and bidding documents.

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PREVIOUSLY APPROVED ALTERNATIVE LANDSCAPE PLAN DATA - WATER TREATMENT PLANT NO. 11:



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Task 1: Project Kickoff & Preliminary Design Report (PDR)

- 1.1 MC shall schedule and attend a project kickoff meeting and provide a written summary of the issues discussed pertaining to the project.
- 1.2 MC and its sub-consultants shall attend up to three (3) meetings with COUNTY staff to discuss needs and intended uses of the Shop Building, Vehicle Wash, Covered Storage, Generator Building, Warehouse and A/C Chiller Building and develop floor plans. The floor plans will become the basis of design for the Shop Building, Generator Building, Warehouse and A/C Chiller Building and will be included in the Preliminary Design Report. MC and its subconsultants shall attend up to six (6) meetings to discuss fire alarm coordination and interconnection of electrical and telecommunications between WROC and the Lake Region WTP 11, and other design coordination requirements of Palm Beach County ESS and Palm Beach County Facilities Departments.
- 1.3 MC and its sub-consultants shall prepare a Preliminary Design Report (30% design level), for the Phase 2 and 3 building improvements as listed above and for the overall site design layout (Phase 2&3) of the utility systems (water, wastewater, drainage, site lighting, power, etc). Preliminary Design Report shall include a Preliminary Opinion of Cost, (AACEI Class 3).

MC shall submit eight (8) copies of the DRAFT Preliminary Design Report and one (1) copy in PDF format for review.

1.4 MC and design team shall attend one meeting with COUNTY staff to review, discuss and receive comments on the DRAFT Preliminary Design Report.

MC shall finalize the Preliminary Design Report and submit eight (8) hard copies and one (1) copy in PDF format.

Task 2:Final Design Bid Plans, Specifications, Cost Estimate, Architectural Review and
DRO Site Plan Application

2.1 Based upon the approved preliminary layout and design concepts presented and approved in the Preliminary Design Report, MC and its sub-consultants shall prepare 60% design documents consisting of drawings and technical specifications for the WROC site facilities to be constructed in Phase 2 and 3.

The scope of work includes topographical survey along the alignment of the proposed forcemain, topographical information along the east side of the existing WTP #11 site for the purposes of driveway and utility tie-ins and grate and invert elevations on selected existing drainage inlets along the east side of the WTP #11 site.

The scope of work for design services for the Shop Building, Generator Building, Covered Storage, Vehicle Wash, and Warehouse includes architectural, fire protection (shop, warehouse and covered storage), structural, mechanical, plumbing, building security, electrical (building, site power distribution and site lighting), diesel fuel, emergency generator, and site utility, potable water, wastewater including pump station and forcemain, paving and drainage infrastructure.

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Scope includes post-construction photometric readings with certification letter, structured cabling design for telecommunications (voice/data), access control design and CCTV design in accordance with latest County ISS Department provided specifications.

Potable water service shall be extended from the adjacent WTP #11 site. The design shall include the plans for connection of the Processing Building sanitary lateral and connection of the process blowdown lift station to the proposed lift station, the extension of a wastewater forcemain extending from the proposed lift station and continuing out to Hooker Highway along the entrance road and west within Hooker Highway ROW to a manifold connection to the existing forcemain at SR-715. The designs will comply with the Palm Beach County Facilities Development and Operations Department's *Policy and Procedures Manual for Design Professionals*, dated May 2009, including the requirements for meeting or exceeding the Florida Energy Efficiency Code. Work within Hooker Highway ROW shall be in conformance with the FDOT Standards for Road and Bridge Construction, latest edition.

MC shall prepare an Opinion of Cost based on the 60% level of design (AACEI Class 2).

MC shall submit eight (8) hard copy sets of the 60% design documents (1/2 scale drawings), technical specifications, and Opinion of Cost (AACEI Class 2), and one (1) copy in PDF format for review.

- 2.2 MC and design team shall attend one meeting with PBCWUD staff to review and discuss the 60% submittal. MC will provide written response to the PBCWUD written comments.
- 2.3 Upon receipt of 60% comments from PBCWUD, MC shall prepare 90% design documents consisting of drawings and specifications for the proposed improvements. The 90% design documents will include front end contract documents as provided by PBCWUD.

The color and interior finish selections shall be made by PBCWUD and incorporated into the design. A color selection board for the shop building and warehouse building shall be provided to PBCWUD in order to assist in the selection process.

MC shall prepare an Opinion of Cost based on the 90% level of design. MC shall submit eight (8) sets of the 90% design documents (1/2 scale drawings), technical specifications, and Opinion of Cost (AACEI Class 1), and one (1) copy in PDF format for review.

- 2.4 MC and design team shall attend one meeting with PBCWUD staff to review and discuss the 100% submittal. MC will provide written response to the PBCWUD written comments.
- 2.5 Upon receipt of 90% comments from PBCWUD, MC shall prepare Bidding Documents consisting of drawings, specifications and cost estimate for the proposed improvements. MC will provide written response to the PBCWUD written comments.

MC shall provide eight (8) copies of the final contract documents (1/2 size drawings), technical specifications and final Opinion of Cost (AACEI Class 1), and one (1) copy in PDF format for PBCWUD's use. MC shall additionally provide all necessary signed and sealed drawings for permitting in the size required by the permitting agencies.

2.6 MC shall provide project management coordination for the design project, including scheduling and conducting meetings between PBCWUD staff and the design team, team coordination for receipt of comments, addressing comments, design coordination relative to site improvements

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and operational elements with respect to existing WTP #11, permitting, design drawings, specifications and cost estimate submittals, etc.

2.7 MC and its sub-consultant shall update the current approved Site Plan and Alternative Landscape Plan to incorporate changes to the development program, update the tabular data and to indicate phasing and building footprint modifications, etc. for review and approval. A revised Final Site Plan that complies with the current technical requirements shall be prepared. A revised Alternative Landscape Plan shall be prepared in conjunction with PBCWUD staff and the two applications shall be submitted and processed for review by Palm Beach County Development Review Officer (DRO). It is anticipated that this will be an administrative process that does not require any public hearings or notification to surrounding property owners.

Also included in this task is preparation of an updated abstracted boundary survey for the overall parcel.

2.8 MC and its sub-consultants shall prepare a pre-application package to be submitted for Palm Beach County Architectural Review in advance of the construction contractor submitting for Building Permit. The package will include Phase 2 and 3 building elevations and color renderings sufficient to depict the architectural features and color palate of the exterior of the proposed buildings.

Task 3: Permit Applications

MC shall provide technical criteria, written descriptions, and design data for completing the permit application for governmental authorities having jurisdiction over the project.

- 3.1 MC shall prepare and submit a permit application to the Palm Beach County Health Department for design and construction approval of the wastewater lift station and associated transmission forcemain and gravity sewer piping. Work shall include connection of the WTP #11 Membrane Process Building sanitary lateral to the proposed lift station and connecting the force main to the process drain pump station. The lift station will be connected to the SCADA system using either hard wired or RTU. MC shall assist in consultations with the appropriate regulatory agencies, including attendance at up to one (1) review meeting with agency staff.
- 3.2 MC shall prepare and submit a permit application to the Palm Beach County Health Department for design and construction approval of the potable water distribution system. MC shall assist in consultations with the appropriate regulatory agencies, including attendance at up to one (1) review meeting with agency staff.
- 3.3 MC shall prepare and submit a permit application to the South Florida Water Management District (SFWMD) for design and construction approval of the surface water management system. A modification to the existing Standard General Permit previously obtained for the Water Treatment Plant is anticipated. MC shall assist in consultations with the appropriate regulatory agencies, including attendance at up to one (1) review meeting with agency staff.
- 3.4 MC shall prepare and submit a permit application to the South Florida Conservancy District (SFCD) for design and construction approval of a drainage outfall pipe extending from the site, across Hooker Highway and discharging to the SFCD L-2-2 Canal on the north side of Hooker Highway. An open-cut crossing of Hooker Highway is anticipated. MC shall assist in

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- 3.5 MC shall prepare and submit a permit application to the Palm Beach County Land Development Department for design and construction approval of the proposed site development. MC shall assist in consultations with the appropriate regulatory agencies, including attendance at up to one (1) review meeting with agency staff.
- 3.6 MC shall prepare and submit a permit application to FDOT for design and construction approval of a drainage outfall pipe extending from the site, across Hooker Highway and discharging to the SFCD L-2-2 Canal and for design and construction approval of the wastewater forcemain extending along the south side of Hooker Highway from the site entrance to SR-715. An open-cut crossing of Hooker Highway is anticipated. MC shall assist in consultations with the appropriate regulatory agencies, including attendance at up to one (1) review meeting with agency staff.

Task 4: WROC Master Project Scheduling Services

4.1 MC will provide periodic updates to the CPM-type schedule for the overall WROC project which will review and coordinate the tasks associated with the facilities at the WTP #11 and the WROC site. A total of five (5) updates are anticipated through the design and permitting of Phases 2 and 3, to be completed at 30%, 60%, 90%, 100% design and final permitting stages.

Task 5:Bidding Services

- 5.1 MC will provide the Final Phase 2&3 Bid Documents to PBCWUD in pdf format, and PBCWUD shall prepare the "front ends", reproduce plans and specifications for the construction contract package and distribute same to bidders and plan rooms. Reproduction, handling and postage to be included in the cost of plans to bidders.
- 5.2 MC shall attend a pre-bid meeting and provide a written summary of the issues discussed pertaining to the project.
- 5.3 MC shall assist PBCWUD to issue addenda and answer questions from prospective bidders.
- 5.4 MC shall review and tabulate bids; report results to PBCWUD; check references and make recommendations, if warranted for the award of the construction contract.
- 5.5 PBCWUD shall prepare the "Conformed Documents" master copy of the contract documents, electronic files on CD for all drawing files and specifications, and reproducible full-size drawings. PBCWUD will provide five (5) sets of "Conformed Documents" (plans and specifications) to MC for their use.

ASSUMPTIONS

- 1. Scope of work does not include property search or acquisition services, Phase 1 or 2 environmental studies, traffic studies or offsite roadway improvements.
- 2. The design plans shall be prepared on the NAVD 1988 Datum.
- 3. Site topographic as-built information at the completion of the demucking and earthwork contract shall be utilized for site topographic elevations for the design of the WROC site improvements.

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- 3. Site topographic as-built information at the completion of the demucking and earthwork contract shall be utilized for site topographic elevations for the design of the WROC site improvements. This information will be supplemented by the survey information to be obtained as listed in scope Task 2.
- 4. The scope of work does not include preparation of documentation or application for LEED credits or LEED certification for the project.
- 5. Application for Palm Beach County Fire Rescue review for life safety is not included. It is assumed that this review will be conducted during the Building Permit application. The construction contractor shall be responsible for submitting the Building Permit application.
- 6. The construction contractor shall be responsible for submitting for the abandonment permit for the existing septic tank on the WTP #11 site.
- 7. PBCWUD shall be responsible to pay for all permit and application fees.
- 8. All design drawings shall be prepared in AutoCad v. 2013 format.
- 9. Palm Beach County Water Utility Minimum Engineering Standards (2012) and Minimum Engineering Design Manual will be incorporated into the water and wastewater system design.
- 10. The scope of work assumes that the transmission forcemain from the proposed lift station will extend along the south side of Hooker Highway from the lift station, along the site entrance drive and west to SR-715. It is also assumed that the existing 2-inch forcemain extending from the existing lift station serving the customer service offices is insufficient in capacity and will be replaced along Hooker Highway. PBCWUD shall provide all applicable operating and as-built information for the process lift station as required for the connection to the proposed lift station system.
- 11. PBCWUD will prepare the required site specific landscaping and irrigation drawings, specifications and cost estimates for incorporation into the overall bidding documents by MC.
- 12. The application for the FDOT Driveway Access Permit has been submitted and the permit received prior to start of the design effort is included in this CSA. No additional work is included herein for the FDOT driveway permit. Application to FDOT for open cut outfall pipe installation is included herein.
- 13. Consultant shall be authorized through Contract Amendment for additional engineering services relating to the provision of construction services, demolition of existing temporary WROC facilities and services related to project delivery through Construction Management at Risk (CMAR) to the project area that are not covered under this Service Authorization.

Services defined as additional engineering services will be on an as-directed basis in accordance with a written Contract Amendment and Notice-to-Proceed from PBCWUD. The Contract Amendment issued shall contain the following information and requirements:

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

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PROJECT SCHEDULE

The completion dates for this work will be as follows (starting from MC's receipt of Notice-to-Proceed).

Task	Completion Date from NTP
Task 1 – PDR	12 weeks
Task 2 – Final Design:	
 60% Submittal 	20 weeks
 WUD Review of 60% package 	22 weeks
90% Submittal	30 weeks
 WUD Review of 90% package 	32 weeks
Bid Set Submittal	36 weeks
Task 3 – Permit Applications	44 weeks
Task 4 – Master Project Schedule	44 weeks
Task 5 – Bidding Services	51 weeks

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EXHIBIT B

Western Region Operations Center (WROC) Engineering Design and Construction Services Project No. WUD 13-053

COMPENSATION AND HOURLY RATES

COUNTY agrees to pay MC a fee of **<u>\$694,282.70</u>** for the scope of services to be invoiced under the payment terms and conditions of the CONTRACT by the Lump Sum plus Not-To-Exceed **\$10,000** reimbursables method of payment. A further breakdown of the fee is as follows and as shown in Table 1.

Task	Fe	e Subtotal	
Phase 2&3: Shop Bldg, Covered Storage, Vehicle			
Wash, Warehouse, Generator Bldg, A/C Chiller			
Bldg, Site Utilities			
Task 1 – Kickoff & 30% PDR	\$	62,212.59	
Task 2 – Bid Documents, Arch Review, DRO Site	\$	179,910.72	
Plan Processing			
Task 3 – Permit Applications	\$	19,569.33	
Task 4 – Master Schedule Services	\$	1,633.50	
Task 5 – Bidding Services	\$	14,992.56	
Subconsultants:			
UDKS (Planner)	\$	13,000.00	
Colome (Architect)	\$	190,773.00	
JLRD (MEP)	\$	105,690.00	
BDA (Structural)	\$	80,026.00	
DJLA (Survey)	\$	10,475.00	
Inframap (Locates)	\$	6,000.00	
Reimbursables (NTE)	<u>\$</u>	10,000.00	

PROJECT TOTAL

\$ 694,282.70

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				Labo	or Classificatio	n and Hourly	Rates		
ľask No.	Task Description	Principal \$55.00	Sr Engineer \$48.00	Engineer 1 \$33.00	Senior Eng Tech \$37.00	Resident Engineer \$38.00	Technical Typist \$23.00	Total Labor	Sub- Consultan Services
1	Project kickoff & 30% Design Preliminary Design Report								
1.1	Coordinate & Attend Kickoff Meeting	12	6				8	\$1,132.00	
1.2	Meetings w/PBCWUD to discuss Ph 2 & 3 bidg needs & floorplans (3 max)	50	20		15		8	\$4,449.00	
1.3	Prepare 30% PDR/PM/Coordination/Cost Estimate	70	70		60		15	\$9,775.00	
1.4	Review meeting with PBCWUD & finalize 30% PDR	16	16		10		16	\$2,386.00	
	Subconsultant Management	40		20			15	\$3,205.00	
	Subtotál	188	112	0	85	0	62	\$20,947.00	\$0.
2	Design Plans, Specs, Cost Estimates Phase 2 & 3 - Shop/ Generator Bidg & Connection to WTP #11/ Covered Storage/ Vehicle Wash / Warehouse/ Paving/ Drainage/ W&WW Lift Station/ Site Lighting/ Power Distrib/ Telecommunications / Security								
2.1	Prepare 60% plans, specs & cost estimate	50	75	40	150		20	\$13,680.00	
	Review meeting with PBCWUD	10	10				6	\$1,168.00	
	Prepare 90% plans, specs & cost estimate	30	40	20	60		20	\$6,910.00	
	Review meeting with PBCWUD	10	10		I	Į	6	\$1,168.00	
	Prepare Bid plans, specs & cost estimate	15	20	L	30	ļ	20	\$3,355.00	
	Project Management/Coordination	300	L	l			60	\$17,880.00	
2.7	DRO Site Plan Application & Processing	25			10	1	4	\$1,837.00	
	Architectural Review - Pre-application	20	15	_		1	8	\$2,004.00	
2.9	Coordination with PB County ESS & Facilities, Meetings (6 max)	- 40		L		20	8	\$3,144.00	23 3
	Sub-consultant Colome' & Assoc (Architect) Architectural Review			I			L		\$7,260
	Sub-consultant Colome' & Assoc (Architect)								\$179,963
	Sub-consultant JLRD Inc. (MEP)								\$103,140
	Sub-consultant Bridge Design (Structural)								\$76,636
	Sub-consultant Dennis J Leavey (Design Survey)								\$8,72
	Sub-consultant Dennis J Leavey (Boundary Survey)		ļ						\$1,75
	Sub-consultant InfraMap (locates)	· · · · ·							\$6,000
	Sub-consultant UDKS (Site Plan)		ļ						\$13,000
	Subconsultant Management	100	40	40			30	\$9,430.00	
	Subtotal	600	210	100	250	20	182	\$60,576.00	\$396,474
	Permit Application - Phase 2 & 3		L				-		
	PBCHD - WW Permit Application (LS & Forcemain)	4	8	4			2	\$782.00	
	PBCHD - Potable Water Permit Application	2	6	4			2	\$576.00	
	SFWMD - ERP Modification	8	18		2		-	\$1,378.00	
	SFCD - Outfall Permit	3	15				2	\$931.00	
	PBC Land Development Permit	8	25		6		8	\$2,046.00	
3.6	FDOT ROW Permit (utility & storm)	2	15	ļ			2	\$876.00	
	Subtotal	27	87	8	8	0	16	\$6,589.00	\$0
	WROC Master Project Scheduling Services Monthly Updates During Design & Permitting (4 updates)	10						\$550.00	
7.1	Subtotal	10	0	0	0	0	0	\$550.00	ŝ
	Sublidial			<u> </u>		•			
5	Bidding Services - Phase 2&3		1						
	Distribute Bid Plans and Specifications to Bidders (by WUD)		 					\$0.00	
	Attend PreBid Meeting. Prepare Minutes	10	8				4	\$1,026.00	
	Issue Addenda	20	12	i —	4	-	15	\$2,169.00	
	Review Apparent Low Bid, Make Recommendation of Award	2	8	1		8	1	\$798.00	
	Prepare Conformed "As-Bid" Documents (by WUD)	-						\$0.00	
• • •	Sub-consultant Colome' & Assoc (Architect)		-	1					\$3,550
	Sub-consultant JLRD Inc (MEP)								\$2,550
	Sub-consultant Bridge Design (Structural)		I - · · · · · · · ·	1					\$3,390
	Subconsultant Management	15					10	\$1,055.00	
	Subtotal	47	28	0	4	8	29	\$5,048.00	\$9,49
	Labor Subbalal Llaura		205	100	260	20	207		\$405,964
	Labor Subtotal Hours	684	325	108	262	28 \$1,064.00	227	803 710 00	\$400,904
	Labor Raw Costs	\$37,620.00	\$15,600.00	\$3,564.00	\$9,694.00		\$5,221.00	\$93,710.00	
	Labor Multiplier	2.97	2.97	2.97	2.97	2.97	2.97	\$278,318.70	
	Labor Subtotal	\$111,731.40	\$46,332.00	\$10,585.08	azo,/91.18	\$3,160.08	\$15,506.37	\$210,318.70	
	Labor Total Costa	\$278,318.70							
	Subconsultant Costs Total	\$405,964.00							
	Reimbursable Expenses (NTE)	\$10,000.00							

 Table 1

 Design, Permitting, Bidding & Master Scheduling Services - WROC Buildings & Site Improvements

 Budget Summary - Phase 2 & 3 Shop Building, Vehicle Wash, Covered Storage, Generator Building, Warehouse, Parking Lots & Entrance Drive

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HOURLY RAW LABOR RATES

Mathews Consulting, Inc.

Personnel	Range
Principal/Officer	\$52 - 60
Senior Engineer	\$47 – 55
Engineer II	\$40 - 46
Engineer	\$33 – 39
Sr. Engineering Technician	\$36 - 44
Senior Designer	\$32 – 36
Designer	\$28 – 32
Resident Engineer/Construction Manager	\$37 – 45
Inspector	\$29 – 35
Technical Typist/Clerical	\$23 – 27

*Note: Rates to be applied with 2.97 billing multiplier.

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ATTACHMENT 1

Western Region Operations Center (WROC) Engineering Design and Construction Services Project No. WUD 13-053

SBE SCHEDULES 1 & 2

LIST OF PROPOSED SBE-M/WBE PRIME/SUBCONTRACTORS

PROJECT NAME:	Western Region Operations Center Engineering Design & Const. Serv.	PROJECT NUMBER: WUD 13-053
NAME OF PRIME BIDDER:	Mathews Consulting, Inc.	ADDRESS: 477 S. Rosemary Avenue, Suite 330, West Palm Beach, FL 33401
CONTACT PERSON:	Rene L. Mathews, P.E., President	PHONE NO. 561-655-6175 FAX NO. 561-655-6179
BID OPENING DATE:	N/A	DEPARTMENT Water Utilities

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES								
Name, Address and Telephone	(Check one or b	oth Categories)					Dollar Amour	nt
Number of Minority Contractor	Minority Business	Small Business	Black	Hispanic	Wo	omen	Caucasian	Other (Please Specify)
Mathews Consulting, Inc.								
477 S. Rosemary Avenue, #330	x	x	\$	\$	288	8,318.70	\$	\$
West Palm Beach, FL 33401								
Colorne' & Associates		_						
530 24th Street	x	x	\$	\$	\$ 190	0,773.00	\$	\$
West Paim Beach, FL 33407					•			
JLRD								
1450 Centrepark Boulevard, Suite 350		x	\$	\$	\$		\$ 105,690.00	\$
West Palm Beach, FL 33401								
Dennis J. Leavy & Assoc.								
460 Business Park Way, Suite B		x	\$	\$	\$		\$ 10,475.00	\$
Royal Paim Beach, FL 33411								
Urban Design Kilday Studios, LLC	_							
477 S. Rosemary Ave., Suite 225		x	\$	\$	\$		\$ 13,000.00	\$
West Palm Beach, FL 33401								
Bridge Design Associates								
1402 Royal Palm Beach Blvd, Bldg. 200		x	\$	\$	\$		\$ 80,026.00	\$
Royal Palm Beach, FL 33411								
PRIME CONTRACTOR TO COMPLETE:		TOTAL	\$ -	\$-	\$ 479	9,091.70	\$ 209,191.00	<u>\$</u>
BID PRICE: \$ 694,282.70	Total Value	of SBE Participation	. \$ 688,282.7	0				

NOTE:

1. The amount listed on this form for a Subcontractor must be supported by price or percentage included on Schedule 2 or a proposal from each Subcontractor 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. WWBE information is being collected for tracking purposes only.

SCHEDULE # 2

LETTER OF INTEN	IT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT	
PROJECT NO. 13-053	PROJECT NAME: <u>PBCWUD – WROC Phase II & III Architectural De</u>	sign Services
TO: Colome' & Associates, Inc.		
	(Name of Prime Consultant)	
The undersigned is certified by Palm Beach	h County as a(n) - (check one or more, as applicable):	
Small Business Enterprise X	Minority Business EnterpriseX	
Black Hispanic	Women X Caucasian Other (Please S	pecify)
Date of Palm Beach County Certification:	January 31, 2007	
The undersigned is prepared to perform the work items or parts thereof to be performed	e following described work in connection with the above project (Specify in d):	detail particular
Subconsultant - Professional Architectural	Services for Design Phases as defined with in the professional services fee	proposal dated
October 2,2014.		
	(Subconsultant's fee)	
and will enter into a formal agreement for v	work with you conditioned upon your execution of a contract with Palm Be	ach County.
The second		6 . C

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: <u>N/A</u>

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Colome' & Associates, Inc.

Elizabeth A. G. Colome', President

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

Date: October 2, 2014

SCHEDULE # 2

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

PROJI	ECT NO. <u>/3-0</u> 53 project nam	E: PBC WUD-W	ROC		
ТО:	Johnson, Levinson, Ragan, Davila,	Inc. (JLRD) (Name of Prime Consulta	nt)		
The ur	ndersigned is certified by Palm Beach	County as a(n) - (check	one or more, as ap	plicable):	
	Small Business Enterprise X	_ Minority Busi	ness Enterprise		-
Black_	Hispanic	Women	Caucasian	X	_ Other (Please Specify)
Date o	f Palm Beach County Certification:	6-26-2012			
	ndersigned is prepared to perform the tems or parts thereof to be performed	-	k in connection with	h the above	project (Specify in detail particular
<u>Mecha</u>	nical, Electrical, Plumbing and Fire I				
	·····				
at the 1	following price \$\$105,690.00	(Subconsultar			
and wi	Il enter into a formal agreement for w	ork with you conditione	d upon your execut	tion of a co	ntract 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: <u>N/A</u>.

The undersigned subconsultant understands that the provision of this form to prime consultant does not prevent subconsultant from providing services to other consultants.

Johnson, Levinson, Ragan, Davila, Inc. (Print name of SBE-M/WBE Subconsultant)

Chals C. Soll By: (Signature)

Charles C. Gableman, P.E., President (Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: October 3, 2014

SCHEDULE 2

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

PROJECT NO. 13-053 PROJECT NAME: West Region Operations Center (WROC)

Mathews Consulting, 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 <u>x</u>	Minority Business Enterprise
Black Hispanic Women	Caucasian <u>x</u> Other (Please Specify)
Date of Paim Beach County Certification:	February 25, 2013 to February 24, 2016

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
1 2	Land Surveying			\$10,475.00 \$
3	· · · · · · · · · · · · · · · · · · ·			\$
4				\$

at the following price:

TO:

(Subcontractor's quote)

\$10,475.00

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 subcontractor, the amount of any such subcontract must be stated: \$ ______. n/a

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

Dennis J. Leavy & Associates, Inc. (Print name of SBE-M/WBE Subcontractor)

Dremif a. T. (Signature) By: _

David A. Bower, Vice President

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: August 25, 2014

SCHEDULE 2

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

PROJECT NO. <u>13-053</u>PROJECT NAME: West Region Operations Center (WROC)

TO:	Mathews Consulting, 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 <u>x</u> Minority Business Enterprise _____

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

Date of Palm Beach County Certification: February 14, 2014 - February 13, 2017

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
1	DRO Review			\$12,500.00
2				\$
3	·			\$
4	Reimbursable Allowance			\$ 500.00

at the following price:

\$13,000.00 (Subcontractor'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 subcontractor, the amount of any such subcontract must be stated: \$ ______n/a _____.

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

Urban Design Kilday Studios (Print name of SBE-M/WBE Subcontractor)

By: _////____i (Signature) Ken Tuma

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: August 5, 2014

OSBA SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor ar to be performed and the dollar amount and/or percentage for each w Subcontractor is SBE certified to perform. Failure to properly complete S	ork item. SBE credit v	will only be given fo	r items which the SBE-M/WBE
PROJECT NUMBER: <u>13-053</u> PROJECT NAME: <u>Western R</u>	eglon Operations Ce	enter	
TO: <u>Mathews Consulting, Inc.</u>			
(Name of Prime Bidder) The undersigned is certified by Palm Beach County as a - (check or	ne or more, as applic	:able):	
Small Business Enterprise <u>X</u> Minority Business Ent	erprise		
Black Hispanic Women CaucasianX Oth	er (Please Specify) _		
Date of Palm Beach County Certification: <u>October 24, 2013</u>		. <u>. </u>	
The undersigned is prepared to perform the following described work in Necessary	connection with the al	bove project. Additio	onal Sheets May Be Used As
Line item/			Total Price/
Lot No. Item Description	Qty/Units	Unit Price	Percentage
Phasell Generator & AC Chiller & misc. site structure	1	\$15,378.00	\$15,378.00
Shop Building	1	\$17,642.00	\$17,642.00
		<u>\$15,416.00</u>	\$15,416.00
<u>Covered Storage</u>			
Vehicle Wash bay		<u>\$ 9,774.00</u>	\$ <u>9,774.00</u>
Bidding	1	<u>\$ 3,390.00</u>	<u>\$ 3,390.00</u>
Phase III Warehouse & store keeper building	1	<u>\$18,426.00</u>	<u>\$18,426.00</u>
580,026,00 (Subcontractor's qu and will enter into a formal agreement for work with you conditioned up if undersigned intends to subcontract any portion of this job to the subcontractor and the amount below.	bon your execution of		
Price and/or Percentage/		· · · · · · · · · · · · · · · · · · ·	
	(Na	me of Subcontractor	r)
The Prime affirms that it will monitor the SBE's listed to ensure the SB affirms that it has the resources necessary to perform the work liste subcontractors except as noted above. The undersigned subcontractor understands that the provision of the quotations to other bidders.	d without subcontrac	ting to non-certified	d SBE or any other certified SBE
Mathews Consulting, Inc.		tioge Design Associat	es inc
Print name of Prime Contractor		it name of SBE-M/WB	
	le le		
By:Signature	Ву:С	Signature	······
oRiginia		-	-1
	Brian Ç.	Rheault, P.E., Preside	
Print name/title of person executing on behalf Prime Contractor	Print na	me/title of person ex of SBE/M/WBE Subco	-
Revised 10/11/2011	Date:Oc	tober 3, 2014	
S:\2013-Jobs\PROPOSALS\PBCWUD WROC\01 Admin\Proposals\Sche	dule 2-BDA 10-03-14.d	ocx	

ATTACHMENT 2

Western Region Operations Center (WROC) Engineering Design and Construction Services Project No. WUD 13-053

INSURANCE CERTIFICATES

Page 13 of 13

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IN th	/Pi ie 1	ORTANT: If the certificate holder is terms and conditions of the policy, ificate holder in lieu of such endors	s an cert	AD: ain p	DITIONAL INSURED, the policies may require an end							
ROI	DVC	CER MARSH	FILC	11(3)		CONTACT NAME:						
01	Ma	arket St., Ste. 1100 uis, MO 63101			4	PHONE (A/C, No, Exi): E-MAIL			(AJC, No)	<u>.</u>		
L	-••					ADDRESS: PRODUCER CUSTOMER ID #	MAT	HE-1			<u> </u>	
									DING COVERAGE		NAIC #	
Ual	RE		112 Q	0		INSURER A : H	artfor	d Insurance	Company		22357	
		477 S. Rosemary Avenue West Palm Beach, FL 334		U	-	INSURER B :						
					-	INSURER C : INSURER D :						
						INSURER E :						
						INSURER F :						
_	-				ENUMBER:				REVISION NUMBER:			
		S IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RE										
		ITIFICATE MAY BE ISSUED OR MAY F LUSIONS AND CONDITIONS OF SUCH F) HEREIN IS SUBJECT T	OALL	THE TERMS.	
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E:	W	estern Region Operations (Cen	ter	(WROC) , Engineering	J Design	and	e redanag}				
er ul		estern Region Operations truction Services WUD 13- rtment, Palm Beach County ivision of the State of F uded as additional insure	Bo lor d f	ard ida or :	of county Commissi , its officers, emp above coverages exc	loners, A ployees a cept WC w	Pol nd a ben	itical gents are required	i -			
		TIFICATE HOLDER				CANCELLA						
					PALMBEA	THE EXP	RATIO	N DATE TH	ESCRIBED POLICIES BE EREOF, NOTICE WILL			
		Palm Beach County Water				ACCORDA	NCEW	TH HEPOLIC	Y PROVISIONS.			
		Utilities Department Attn: Maurice Tobon, P.E.			ŀ	AUTHORIZED R	EPRES	ENTATIVE				
		8100 Forest Hill Blvd.				840) ()	4				
		West Palm Beach, FL 33413						-				
AC	0	RD 25 (2009/09)	т	he A	CORD name and logo at				D CORPORATION. A	ll righ	ts reserved.	

NOTEPAD:		PALMBEA Mathews Consulting, Inc.	MATHE-1 OP ID: SD	PAGE 2 Date 10/01/2014
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CERT BELC REPF IMPO the t certif PRODUC Collins S000 Go Suite 30	CERTIFICATE IS ISSUED AS A TIFICATE DOES NOT AFFIRMAT DW. THIS CERTIFICATE OF INS RESENTATIVE OR PRODUCER, AN ORTANT: If the certificate holds forms and conditions of the policy licate holder in lieu of such endors er worth, Alter, Fowler & French, LLC overnors Square Bivd D1 .akes, FL 33016 Mathews Consulting, Inc. 477 South Rosemary Ave. Suite 330 West Palm Beach, FL 33401	MAT IVELY IURA IURA ID TH In is a c, cert	TER OF NCE IE C an Al	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER. DDITIONAL INSURED, the policies may require an en	LY AND CONFERS EXTEND OR AL IFE A CONTRACT policy(les) must ndorsement. A sta contact NAME: PHONE (ACC, No, Ext): (305) (address: zgonzal	B NO RIGHTS TER THE CO BETWEEN De endorsed. Atement on the Gonzalez 322-7800 ez@caffilc.	UPON THE CERTIFICATE DVERAGE AFFORDED B THE ISSUING INSURER(S If SUBROGATION IS WA his certificate does not con [FAX (A/C, No): (S	E HOL Y THE), AU IVED, nfer ri	POLICIES THORIZED subject to ghts to the
PRODUC Collins 1000 Go Suite 30 Miami L	ER worth, Alter, Fowler & French, LLC overnors Square Bivd 01 .akes, FL 33016 Mathews Consulting, Inc. 477 South Rosemary Ave. Suite 330 West Palm Beach, FL 33401		nt(s).		NAME: Loratal PHONE (A/C, No, Ext): (305) (E-MAIL ADDRESS: Zgonzal IN	322-7800 ez@cafflic.(com	305) 3	62-2443
	Mathews Consulting, Inc. 477 South Rosemary Ave. Suite 330 West Palm Beach, FL 33401					SURER(S) AFFOR	IDING COVERAGE		
NSURED	Mathews Consulting, Inc. 477 South Rosemary Ave. Suite 330 West Palm Beach, FL 33401				INSURER A : VYESCO				NAIC #
	477 South Rosemary Ave. Suite 330 West Palm Beach, FL 33401				INSURER B :	mourance	company		20011
	Suite 330 West Palm Beach, FL 33401				INSURER C :				
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INDIC CERT EXCL	IS TO CERTIFY THAT THE POLICIE ATED. NOTWITHSTANDING ANY R IFICATE MAY BE ISSUED OR MAY USIONS AND CONDITIONS OF SUCH	equif Pert Polic	reme "Ain, Jies.	ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE E	I OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS	OCUMENT WITH RESPEC	T TO \	WHICH THIS
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GE							EACH OCCURRENCE \$		<u> </u>
-							DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
							MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$		<u></u>
							GENERAL AGGREGATE		
GE	N'L AGGREGATE LIMIT APPLIES PER: PRO- POLICY JECT LOC						PRODUCTS - COMP/OP AGG \$		
AU							COMBINED SINGLE LIMIT (Ea accident) \$;	
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	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$		
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AN	D EMPLOYERS' LIABILITY Y PROPRIETOR/PARTNER/EXECUTIVE						WC STATU- TORY LIMITS ER E.L. EACH ACCIDENT \$		
OF (Ma	FICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE \$		
	es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
	ofessional Llabili ofessional Liabili			ARA111993800 ARA111993800	5/1/2014 5/1/2014		Each Claim Annual Aggregate		3,000,00 3,000,00
Professi RE: Proj	TION OF OPERATIONS / LOCATIONS / VEHICI ional Liability Retroactive Date 01/0 ject: Western Region Operations Ce pring Design and Construction Servi	1/1998 nter (\	8; Pro WRC	ofessional Liability Deductii)C)			I		
CERTI	FICATE HOLDER				CANCELLATION				
	Paim Beach County Water U c/o Maurice Tobon, P.E. 8100 Forest Hill Bivd. West Paim Beach, FL 33413	tilitie:	s De			N DATE TH	ESCRIBED POLICIES BE CAI EREOF, NOTICE WILL BI Y PROVISIONS.		
	trest Fain Deach, FL 33413				AMart Quin	R	D CORPORATION. All r		

POLICY NUMBER: 84SBGLB7335 INSURED: Mathews Consulting, Inc.

- - - -

BUSINESS LIABILITY COVERAGE SS 00 08 04 05

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard". but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions,
- reports, surveys, field orders, change orders, designs or drawings and specification: or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) Primary Insurance When Required By Contract: This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) Primary And Non-Contributory To Other Insurance When Required By Contract: If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

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Page 1 of 2

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

Rev 5.14

Page 2 of 2

ATTACHMENT 3

Western Region Operations Center (WROC) Engineering Design and Construction Services Project No. WUD 13-053

PRELIMINARY DRAWING LIST

<u>Dwg. No.</u>	GENERAL
1	TITLE SHEET AND LOCATION MAP
2	DRAWING INDEX
3	DRAWING INDEX
4	GENERAL NOTES & KEY MAP
5	SURVEY NOTES & SURVEY CONTROL
6	EXISTING SITE SURVEY - SHEET 1
7	EXISTING SITE SURVEY – SHEET 2
8	EXISTING SITE SURVEY – SHEET 3
9	EXISTING SITE SURVEY – SHEET 4
10	EXISTING SITE SURVEY - SHEET 5
11	EXISTING SITE SURVEY ~ SHEET 6
12	EXISTING HOOKER HWY SURVEY - SHEET 1
13	EXISTING HOOKER HWY SURVEY - SHEET 2
	SITE
14	PAVING, GRADING & DRAINAGE - KEY MAP
15	PAVING, GRADING & DRAINAGE – SHEET 1
16	PAVING, GRADING & DRAINAGE – SHEET 2
17	PAVING, GRADING & DRAINAGE – SHEET 3
18	PAVING, GRADING & DRAINAGE - SHEET 4
19	PAVING, GRADING & DRAINAGE – SHEET 5
20	PAVING, GRADING & DRAINAGE - SHEET 6
21	TYPICAL SECTIONS - SHEET 1
22	TYPICAL SECTIONS – SHEET 2
23	PAVING, GRADING & DRAINAGE DETAILS – SHEET 1
24	PAVING, GRADING & DRAINAGE DETAILS - SHEET 2
25	WATER & WASTEWATER - KEY MAP
26	WATER & WASTEWATER – SHEET 1
27	WATER & WASTEWATER – SHEET 2
28	WATER & WASTEWATER – SHEET 3
29	WATER & WASTEWATER SHEET 4
30	WATER & WASTEWATER – SHEET 5
31	HOOKER HWY FORCEMAIN - SHEET 1
32	HOOKER HWY FORCEMAIN – SHEET 2
33	HOOKER HWY FORCEMAIN – SHEET 3
34	HOOKER HWY FORCEMAIN - SHEET 4
35	HOOKER HWY FORCEMAIN – SHEET 5
36	WATER & WASTEWATER STANDARD DETAILS – SHEET 1
37	WATER & WASTEWATER STANDARD DETAILS - SHEET 2
38	WATER & WASTEWATER STANDARD DETAILS - SHEET 3
39	WATER & WASTEWATER STANDARD DETAILS - SHEET 3
<u> </u>	LIFT STATION PLAN & SECTION
40	LIFT STATION STANDARD DETAILS
41 42	LIFT STATION ELECTRICAL DETAILS
	LIFT STATION RTU DETAILS
43	ENTRY SIGN SECTIONS & DETAILS
44	DUMPSTER ENCLOSURE PLAN & DETAILS
45	BULK STORAGE ENCLOSURE PLAN & DETAILS
46 47	SITE ELECTRICAL, TELECOMM, CHILLED WATER, LIGHTING – KEY MAP
	SITE ELECTRICAL, TELECOMM, CHILLED WATER, LIGHTING - KET MAP
48	SITE ELECTRICAL, TELECOMM, CHILLED WATER, LIGHTING - SHEET 2
49	SITE ELECTRICAL, TELECOMM, CHILLED WATER, LIGHTING – SHEET 2
50	DITE ELECTRICAL, TELECOWINI, UNILLED WATEN, LIGHTING - UNLETS

page 1 of 6

Dwg. No.	GENERAL
51	SITE ELECTRICAL, TELECOMM, CHILLED WATER, LIGHTING - SHEET 4
52	SITE ELECTRICAL, TELECOMM, CHILLED WATER, LIGHTING - SHEET 5
53	SITE ELECTRICAL, TELECOMM, CHILLED WATER, LIGHTING - SHEET 6
54	SITE ELECTRICAL, TELECOMM, CHILLED WATER, LIGHTING DETAILS - SHEET 1
55	SITE ELECTRICAL, TELECOMM, CHILLED WATER, LIGHTING DETAILS - SHEET 2
56	SITE ELECTRICAL, TELECOMM, CHILLED WATER. LIGHTING DETAILS - SHEET 3
57 '	SITE ELECTRICAL, TELECOMM, CHILLED WATER, LIGHTING DETAILS - SHEET 4
58	SITE ELECTRICAL, TELECOMM MODIFICATIONS AT WTP #11 - SHEET 1
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