

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 12, 2016 Consent ☒ Regular ☐
Public Hearing ☐

Department: Water Utilities Department

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: a Contract for Professional Consultation/Engineering Services (Contract) with Holtz Consulting Engineers, Inc. for the Lift Station Rehabilitation Project A in the amount of \$1,502,397.84.

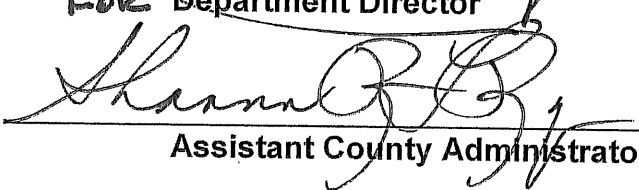
Summary: The Contract will provide for engineering services that are required during design and construction to complete rehabilitation of submersible lift stations throughout the Water Utilities Department (WUD) service area. WUD owns, operates and maintains approximately 900 lift stations throughout its service area. Some of these lift stations are operating with components that are past their expected service life. This project will identify 60 lift stations in need of immediate rehabilitation and will provide the necessary upgrades to meet current WUD standards which include putting all stations on the WUD Supervisory Control and Data Acquisition (SCADA) system. The selected engineering firm was procured under the provisions of Florida Statutes 287.055 (Consultant Competitive Negotiation Act). The Contract has a term of five (5) years. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. The Contract provides for SBE participation of 99%. Holtz Consulting Engineers, Inc. is a Palm Beach County company. (WUD Project No. 15-096) Countywide (MJ)

Background and Justification: Completion of this work will restore the service life of these lift station assets thus improving the long term operability and reliability of the County wastewater system.

Attachments:

- 1. Two (2) Original Contracts

Recommended By:  6-27-2016
For Department Director Date

Approved By:  7-7-16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>\$1,502,398</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>
CCRT Funds	<u>0</u>				
NET FISCAL IMPACT	<u>\$1,502,398</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 4011 Dept 721 Unit W031 Object 6546

Is Item Included in Current Budget?	Yes	<input checked="" type="checkbox"/>	No
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Reporting Category **N/A**

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

One (1) time expenditure from user fees, connection fees, and balance brought forward.

C. Department Fiscal Review:

III. REVIEW COMMENTS

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

OFMB 21 6/28 9/629

Lewin Jacobowitz
Contract Development and Control
7/7/16 *Re for*

B. Legal Sufficiency:


Assistant County Attorney

only one witness to
Consultant signature,
Form has two spots
for witness but not
legally required.

C. Other Department Review:

Department Director

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

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
LIFT STATION REHABILITATION PROJECT A
CD08 WUD #15-096**

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 Holtz Consulting Engineers, Inc., a corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 01-0860983.

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/engineering services for the rehabilitation and refurbishment of submersible lift stations throughout the Palm Beach County Water Utilities Department (PBCWUD) service area, 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 *Hassan Hadjimiry*, telephone no. *561-493-6000*.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be *Andrea Holtz*, telephone no. *561-575-2005*.

ARTICLE 2 - SCHEDULE

It is intended that the Contract for the above described services be for a term of five years, subject to an annual performance review by the Department.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The COUNTY agrees to pay the CONSULTANT 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 2.91. The labor rates, overhead and profit factors may be subject to audit. The scheduled range of hourly raw labor rates by labor category as set forth in Exhibit B is attached hereto and made a part hereof. The rates listed in Exhibit B shall remain in effect for a period of one year from the effective date of the CONTRACT. The COUNTY's Department Director may authorize in writing annual increases to the maximum raw salary rates based on agreed upon percentages up to 4%.

The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below)

shall not exceed a total contract amount of **One Million Five Hundred Two Thousand Three Hundred Ninety Seven Dollars and Eighty Four Cents (\$1,502,397.84)**. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "C" 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 **Nine-Thousand Dollars (\$9,000.00)**, and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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 cause, immediately upon written notice to the CONSULTANT, and without cause, upon five (5) days prior 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 99 % 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.

SBE participation is included in Exhibit E under this Contract. The attached Schedule 1 defines the SBE participation applied to this Contract and Schedule 2 establishes the SBE contribution from each subcontractor (Letter of Intent to perform as an SBE).

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 not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years

are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$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.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured

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

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

Palm Beach County Water Utilities Department
c/o Hassan Hadjimiry
8100 Forest Hill Boulevard
West Palm Beach, FL 33413

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

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees,

to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

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.

CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 - PUBLIC ENTITY CRIMES

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

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

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

Palm Beach County Water Utilities Department
c/o Hassan Hadjimiry
8100 Forest Hill Blvd
West Palm Beach, FL 33413

With copy to:

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

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

Holtz Consulting Engineers, Inc.
270 South Central Boulevard
Suite 207
Jupiter, FL 33458

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 professionals 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's best skill, efforts and judgment in furthering the interests of the COUNTY. 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 applicable Accessibility provisions of the Americans with Disabilities Act (ADA) shall be complied with and incorporated into the project.

**LIFT STATION REHABILITATION PROJECT A
CD08 WUD #15-096**

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

By: _____
Mary Lou Berger, Mayor

WITNESS:

CONSULTANT:

Signature

Holtz Consulting Engineers, Inc.
Company Name

Name (type or print)

Signature

Curtis Robinson
Signature

Andrea Holtz, P.E.
Typed Name

Curtis Robinson
Name (type or print)

President
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(corp. seal)

By _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By _____
Department Director

EXHIBIT "A"

SCOPE OF WORK LIFT STATION REHABILITATION PROJECT A CD08 WUD #15-096

INTRODUCTION

This Scope of Work encompasses the development of bidding documents consisting of a written and tabulated scope of work, bid form, engineering drawings, and technical specifications for the rehabilitation and refurbishment of sixty (60) lift stations identified by the County. Engineering services during construction may be included in a subsequent Contract Amendment. The sixty lift (60) stations to be rehabilitated will be determined by the COUNTY based on condition and risk assessments previously conducted. Improvements required at each of the lift stations will be included in the project scope and the stations will be brought up to Palm Beach County Water Utilities Department minimum standards, where feasible.

A more detailed description of the scope is presented below.

BACKGROUND

The COUNTY previously conducted a risk and condition assessment to identify the priority of improvements needed to the COUNTY's wastewater collection system lift stations. This assessment ranked the lift stations based on a combined risk and condition score. The COUNTY has now requested the services of the CONSULTANT to perform surveying, geotechnical engineering, engineering design, permitting, and bidding assistance services for the rehabilitation of sixty (60) of these high-priority lift stations.

SCOPE OF SERVICES

CONSULTANT shall perform the engineering Scope of Services as described herein and will be responsible for the following tasks:

Task 1 – Lift Station Review

Under this task, CONSULTANT will perform the following preliminary activities prior to commencing design for any of the lift station rehabilitation work:

- 1.1 The CONSULTANT will visit up to forty (40) lift stations with PBCWUD staff knowledgeable in the operation, maintenance, and condition of the lift stations. Thirty (30) of the forty (40) lift stations will be selected for rehabilitation. These thirty (30) stations, along with another thirty (30) stations which have been visited under a separate contract, will be selected for rehabilitation and the CONSULTANT, with the assistance of COUNTY staff, will identify a specific list of deficiencies and develop a detailed scope of work of improvements required to rehabilitate the stations and meet the County's minimum standards where feasible. Improvements to be assessed include wet well, slabs, fencing, vaults, piping, valves, pumps, control panel, RTU, and appurtenances. COUNTY will provide CONSULTANT with direction on improvements required to the lift station's terminal manhole and sewer lining.

CONSULTANT and PBCWUD staff will identify lift stations that require evaluation of necessary electrical improvements.

- 1.2 The CONSULTANT along with SUBCONSULTANT will conduct follow-up visits to up to forty (40) lift stations to identify a list of deficiencies associated with the lift station's electrical system (power supply from FPL, pump control panel, RTU, automatic transfer switch (ATS)) and develop a detailed scope of work of electrical improvements. The list of electrical improvements required will be used to develop the electrical scope of work, drawings, and technical specifications for up to forty (40) lift stations.
- 1.3 Once the site visits have been completed and the scope of work developed, CONSULTANT will attend six (6) scope review meetings (one meeting per each of six lift station zones) to finalize with PBCWUD Staff the proposed scope of work for each station before proceeding with the design.
- 1.4 CONSULTANT will review available as-built record drawing information for each of the sixty (60) lift stations. These drawings will be used to assist in preparing each of the site plans for the lift stations to be rehabilitated, particularly those features that were not included in the survey. The CONSULTANT will assist the COUNTY with obtaining copies of the available as-built drawings.

Task 1 - Deliverables:

1. Summary of final scope of work for each lift station based on review meeting results.
2. Provide meeting minutes summarizing the key points of all the meetings in PDF format.

Task 1 - Assumptions:

1. CONSULTANT will visit with COUNTY staff forty (40) lift station sites.
 2. CONSULTANT will coordinate, conduct, and document six (6) scope review meetings to be held at the COUNTY'S office (one meeting per each of the wastewater collection system zones).
 3. CONSULTANT and Electrical SUBCONSULTANT will visit up to forty (40) lift station sites at stations which will require electrical engineering services.
 4. The CONSULTANT will coordinate with COUNTY Operations and Maintenance (O&M) staff to obtain flow and pressure data, pump run times and other information required for evaluation of the required pumping capacity of the lift stations for determination if larger or smaller pumps will be required. CONSULTANT will include in the design any necessary improvements to address pump capacity issues.
 5. COUNTY O&M staff will help identify any stations that may have issues with equipment sizing. O&M staff will assist with performing all wet well drawn down and pressure tests needed for any of the lift stations.
-

Task 2 – Utility Locates

Under this task the CONSULTANT will provide utility locating services for the existing buried utilities that are marked and flagged by Sunshine One-Call. Surface excavations will be conducted in order to obtain depth, diameter and material information for the existing buried utilities.

Task 2 - Deliverables:

1. Report provided by CONSULTANT indicating findings of utility locates performed.

Task 2 - Assumptions:

1. It is assumed that ten (10) lift stations will require utility locating services to be performed.

Task 3 – Survey and Title Search

- 3.1 Under this task CONSULTANT will perform topographic surveys of the lift stations, depicting the horizontal and vertical location of facilities at the lift station site such as wet well and inverts, valve vault, piping, control panels, fence perimeter, etc. The following will be included as part of the survey efforts for this project:
 - a. Obtain horizontal and vertical control for this Project using information published by the Palm Beach County Survey Department utilizing State Plane Coordinates for horizontal control and the North American Vertical Datum of 1988 (NAVD 88) for vertical control.
 - b. Location of visible fixed improvements within the lift station site, depicting the horizontal and vertical location of facilities such as wet well and inverts, valve vault, piping, control panels, fences, power poles, buildings, etc.
 - c. Location of existing utilities: FPL, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers, including information on invert elevations, pipe size, type and direction for storm and sanitary infrastructure.
 - d. Provide and reference site benchmarks. Elevations to be referenced to an existing established City or County Benchmark.
- 3.2 The topographic survey of the lift station sites will be used to determine if the existing lift station site lies within the existing boundary lines/easements as determined by a search of the public records performed by CONSULTANT. An Owner and Encumbrance Report for each site will be provided.
- 3.3 The CONSULTANT will prepare twenty (20) sketches and legal descriptions for any portion of twenty (20) existing or proposed improved lift station sites that may not lie within an existing easement or right-of-way.

Task 3 - Deliverables:

1. Three hard copies and PDF file of topographic survey drawings.
 2. Three hard copies and PDF file of the Owner and Encumbrance report for each site that a title search is performed.
-

3. Three hard copies and PDF file of the sketch and legal description as required for lift stations not within an existing easement or right-of-way.

Task 3 - Assumptions:

1. It is assumed that all sixty (60) lift stations will require survey and title search work.
2. It is assumed that only twenty (20) lift stations will require sketch and legal descriptions for obtaining easements.

Task 4 – Geotechnical Investigation

Under this Task the CONSULTANT will perform subsurface explorations and geotechnical studies to obtain subsurface soil information necessary for the proper design of a new lift station control panel support structure. The work includes one (1) standard penetration test to a depth of 10 ft. for five (5) lift stations where geotechnical information is required for designing the lift station improvements. The borings will be performed in general accordance with procedures recommended in ASTM D-1586, using a truck-mounted drilling rig. A geotechnical report summarizing the results of the boring will be made available to potential bidders for informational purposes only. The report will include the location and depth of the borings, visual classification of the recovered samples, and compressive strength test results for rock encountered, if any.

Task 4 - Deliverables:

1. One PDF file and three (3) hard copies of signed and sealed geotechnical report.

Task 4 - Assumptions:

1. It is assumed that five (5) of the sixty (60) lift stations will require a geotechnical investigation.

Task 5 – Design

The CONSULTANT will provide engineering services consisting of preparation of drawings and specifications depicting the proposed lift station rehabilitation work suitable for public bidding and construction of the work. The design documents prepared will consist of a unit price bid form, engineering drawings, and technical specifications.

The COUNTY's standard typical details will be included with the CONSULTANT's standard details, modified as applicable, to prepare the project plans. The COUNTY's Minimum Design & Construction Standards will be supplemented with the COUNTY's standard specifications. COUNSULTANT shall recommend modifications to the COUNTY's standard specifications as deemed necessary for the project technical specifications to be included in the bidding documents.

It is anticipated that the project will be divided into two bid sets of thirty (30) lift stations each. Each bid set is anticipated to have approximately one-hundred and fifteen (115) engineering drawings that will be required to depict the scope of work in sufficient detail to be biddable and constructable. The plans will be organized by lift station zones and the drawings will include:

- Cover Sheet
- Sheet Index,

- Six (6) Location Map Sheets,
 - Legend Sheet
 - General Notes Sheet,
 - Thirty (30) Lift Station Existing Site Plan and Demolition Plan Sheets,
 - Thirty (30) Lift Station Proposed Site Plan Sheets,
 - Twenty (20) Electrical Demolition Plan Sheets,
 - Twenty (20) Proposed Electrical Plan Sheets,
 - Five (5) PBC WUD Lift Station Detail Sheets supplemented by additional Detail Sheets as necessary.
- 5.1 Bid Package 1 - 60% Design Submittal: The CONSULTANT will provide four (4) full-size (24" x 36") sets and ten (10) half-size (11" x 17") set of plans (all legible including detail sheets) along with one (1) digital PDF set for review and comment by the COUNTY at the 60% complete stage. The submittal will also include a draft outline of the specifications table of contents and an Engineer's Estimate of Probable Construction Cost.
- 5.2 Bid Package 1 - Electrical Design: The SUBCONSULTANT shall provide electrical improvement designs to be incorporated into the 90% submittal package.
- 5.3 Bid Package 1 – 90% Design Submittal: The CONSULTANT will provide four (4) full-size (24" x 36") sets and ten (10) half-size (11" x 17") set of plans (all legible including detail sheets) along with one (1) digital PDF set for review and comment by the COUNTY at the 90% complete stage. The submittal will address the COUNTY's comments on the 60% submittal and will also include an updated table of contents, a complete draft of the technical specifications sections, and an Engineer's Estimate of Probable Construction Cost.
- 5.4 Bid Package 1 – 100% Design Submittal: The CONSULTANT will provide four (4) full-size (24" x 36") sets and ten (10) half-size (11" x 17") set of plans (all legible including detail sheets) along with one (1) digital PDF set for review and comment by the COUNTY at the 100% complete stage. The submittal will address the COUNTY's comments on the 90% submittal and will also include an updated table of contents, a complete draft of the technical specifications sections, and an Engineer's Estimate of Probable Construction Cost.
- 5.5 Bid Package 1 – Final Submittal: The CONSULTANT will provide CAD files and PDF files of the final drawings and "Word" files, one set of un-bound technical specifications and a bid schedule for preparation of bid sets. The CONSULTANT will provide the COUNTY three (3) full size (24" x 36") signed-and-sealed sets of final plans and three (3) signed-and-sealed copies of the technical specifications upon final completion for COUNTY's use.
- 5.6 Bid Package 2 - 60% Design Submittal: The CONSULTANT will provide four (4) full-size (24" x 36") sets and ten (10) half-size (11" x 17") set of plans (all legible including detail sheets) along with one (1) digital PDF set for review and comment by the COUNTY at the 60% complete stage. The submittal will also include a draft outline of the specifications table of contents and an Engineer's Estimate of Probable Construction Cost.
- 5.7 Bid Package 2 - Electrical Design: The SUBCONSULTANT shall provide electrical improvement designs to be incorporated into the 90% submittal package.
- 5.8 Bid Package 2 – 90% Design Submittal: The CONSULTANT will provide four (4) full-size (24" x 36") sets and ten (10) half-size (11" x 17") set of plans (all legible including detail sheets) along with one (1) digital PDF set for review and comment by the COUNTY at the
-

90% complete stage. The submittal will address the COUNTY's comments on the 60% submittal and will also include an updated table of contents, a complete draft of the technical specifications sections, and an Engineer's Estimate of Probable Construction Cost.

- 5.9 Bid Package 2 – 100% Design Submittal: The CONSULTANT will provide four (4) full-size (24" x 36") sets and ten (10) half-size (11" x 17") set of plans (all legible including detail sheets) along with one (1) digital PDF set for review and comment by the COUNTY at the 100% complete stage. The submittal will address the COUNTY's comments on the 90% submittal and will also include an updated table of contents, a complete draft of the technical specifications sections, and an Engineer's Estimate of Probable Construction Cost.
- 5.10 Bid Package 2 – Final Submittal: The CONSULTANT will provide CAD files and PDF files of the final drawings and "Word" files, one set of un-bound technical specifications and a bid schedule for preparation of bid sets. The CONSULTANT will provide the COUNTY three (3) full size (24" x 36") signed-and-sealed sets of final plans and three (3) signed-and-sealed copies of the technical specifications upon final completion for COUNTY's use.

Task 5 - Deliverables:

1. Four (4) full-size sets and ten (10) half-size sets of the 60% complete submittal package and one (1) electronic PDF file of the submittal package.
2. Four (4) full-size sets and ten (10) half-size sets of the 90% complete submittal package and one (1) electronic PDF file of the submittal package.
3. Four (4) full-size sets and ten (10) half-size sets of the 100% complete submittal package, one (1) electronic PDF file of the submittal package, one (1) electronic MS Word file of technical specifications and one (1) electronic AutoCad file of project drawings.
4. Three (3) copies of the Engineer's Opinion of Probable Construction Cost at the 60%, 90%, and 100% design submittals.

Task 5 - Assumptions:

1. No structural design is included in this scope of work.
 2. Updating of Record Drawings is not included in this scope of work.
 3. It is assumed forty (40) of the sixty (60) lift stations will require the services of an electrical engineer to sign and seal drawings for obtaining a permit from the building department. Of these forty (40) stations, twenty (20) are assumed to receive a new FPL electrical service and twelve (12) are assumed to require a new Automatic Transfer Switch (ATS) to be included as part of the electrical design.
 4. Twenty (20) out of the sixty (60) lift stations are assumed to receive a new water service.
 5. No lift station wet wells will be replaced.
 6. Drawings will be prepared using the most current version of AutoCad and technical specifications will be prepared using Microsoft Word ("Word").
-

Task 6 – Permitting

- 6.1 CONSULTANT shall prepare and submit permit applications as required by the governing regulatory agencies. CONSULTANT will coordinate with the permitting agencies during the review process on a regular basis in an effort to keep the project on schedule and respond to their review comments and any requests for information (RFIs). The COUNTY shall pay for any applicable Permit fees.
- 6.2 CONSULTANT shall provide signed and sealed drawing packages for the COUNTY's contractor to obtain building department permits.

Task 6 - Deliverables:

1. Two (2) copies of the draft and final permit applications.
2. Signed and sealed sets of plans required for permit application submittal packages.
3. Permit tracking spreadsheet indicating permit application submission, any Requests for Information (RFIs), and permit approval dates.

Task 6 - Assumptions:

1. It is assumed that ten (10) lift stations will require permits from the Palm Beach County Health Department.
2. It is assumed that twenty (20) lift stations will require Palm Beach County right-of-way permits.
3. It is assumed that ten (10) lift stations will require a right-of-way permit from a local agency (City, Town, etc.).
4. It is assumed that two (2) lift stations will require Florida Department of Transportation (FDOT) right-of-way permits.
5. The CONSULTANT will provide the completed permit applications and signed and sealed plans for the COUNTY to submit to the permitting agency. COUNTY will be responsible for all applicable permit fees.

Task 7 – Bidding Services

It is assumed that the project will be bid as two separate projects of thirty (30) lift stations each. The CONSULTANT will perform, as required by the COUNTY, the following services during the bidding or negotiating phase for both projects:

- 7.1 Prepare bid documents for Bid Package 1.
 - 7.2 Conduct a pre-bid meeting and site visit and issue meeting minutes to all plan holders for Bid Package 1.
 - 7.3 Respond to questions bidders may have concerning the bid documents and issue addenda as necessary to clarify the bid documents for Bid Package 1.
 - 7.4 Attend the bid opening and prepare the bid tabulation form for Bid Package 1.
 - 7.5 Evaluate bids and prepare a recommendation of award for Bid Package 1.
 - 7.6 Prepare bid documents for Bid Package 2.
-

(Revised 4/15/2016)

- 7.7 Conduct a pre-bid meeting and site visit and issue meeting minutes to all plan holders for Bid Package 2.
- 7.8 Respond to questions bidders may have concerning the bid documents and issue addenda as necessary to clarify the bid documents for Bid Package 2.
- 7.9 Attend the bid opening and prepare the bid tabulation form for Bid Package 2.
- 7.10 Evaluate bids and prepare a recommendation of award for Bid Package 2.

Task 7 – Deliverables:

- 1. Bid documents for Bid Package 1 and Bid Package 2.
- 2. Meeting minutes from pre-bid meetings for each bid package.
- 3. Addenda, if required, for Bid Package 1 and Bid Package 2.
- 4. Bid tabulations for each bid package.
- 5. Recommendation of Award for each bid package.

Task 8 - Project Management

Project management includes Contract administration, QA/QC, and project meetings with COUNTY staff.

- 8.1 Contract Administration: The progress of the project will be monitored and resources will be managed to achieve the schedule, budget, and work quality goals of the project. The CONSULTANT will keep the COUNTY informed as to the status and progress of the project. Communications with the COUNTY will be conducted under this Task. Invoices shall be prepared monthly.
- 8.2 QA/QC: The CONSULTANT will be conducting internal QA/QC review of the deliverables for conformance to Contract requirements and internal program requirements. The results of these reviews will be incorporated into the deliverables prior to submission to the COUNTY for review and comment.
- 8.3 Monthly Status Report: Submit a monthly status report summarizing the progress of the project along with an updated project schedule. This report and schedule will be submitted on the first Friday of every month for the duration of the contract.
- 8.4 Project Meetings: Attend and participate in project meetings with COUNTY staff. A total of up to ten (10) meetings have been budgeted for as follows:

Attend up to ten (10) meetings total during the design phase of the project. It is anticipated that the following meetings will occur twice (one for each bid set of thirty lift stations): one (1) design kick-off meeting and interview/discussions with COUNTY staff, one (1) 60% complete submittal review meeting, one (1) 90% complete submittal review meeting, one (1) 100% (final plans & specifications) submittal review meeting, and one (1) final review meeting before the project is bid or awarded to the Contractor.

Task 8 Deliverables:

- 1. Provide monthly status report with updated project schedule in PDF format.
 - 2. Provide meeting minutes summarizing the key points of all review meetings in PDF format.
-

COUNTY RESPONSIBILITIES

1. Designate a Project Representative, as COUNTY's representative and primary contact for CONSULTANT. CONSULTANT will rely on COUNTY's designated Project representative for instructions and approval of CONSULTANT's services.
2. Provide any existing drawings and other pertinent information to the project and project schedule.
3. Review and provide comment on all deliverables within three weeks of delivery.
4. Attendance of key COUNTY personnel at meetings as requested. It is requested to have key staff from the Engineering, Construction, and O&M Departments present at project review meetings.
5. Assist with lift station pressure and flow evaluations to determine if the lift station pumping capacity should be increased or decreased.

Task 9 – Engineering Services During Construction

CONSULTANT will be responsible for completing engineering services during the construction of Bid Package 1 and Bid Package 2. CONSULTANT's scope of work and compensation for this task will be determined in a future amendment to this Contract.

Task 9 Deliverables:

1. Deliverables to be defined in future amendment
-

EXHIBIT B

Holtz Consulting Engineers, Inc.
270 South Central Boulevard, Suite 207
Jupiter, FL 33458
Phone: (561) 575-2005
Fax: (561) 575-2009
Contact: Andrea Holtz, PE

Fee Schedule Fiscal Year 2016		
	Base Rate (\$)	*Rate w/ Multiplier (\$)
Principal/Associate	62.50-74.53	181.88-216.88
Andrea Holtz, PE		
David Holtz, PE		
David Xavier, PE		
Christine Miranda, PE		
Senior Engineer/Manager	58.00	168.78
Vacant		
Project Engineer/Manager (PE)	48.15	140.12
Curtis Robinson, PE		
Brent Weidenhamer, PE		
Stephen Fowler, PE		
Project Engineer (EI)	30.17-31.49	87.79-91.64
Matthew Paymer, EI		
Kaitlin Wood, EI		
Engineer Intern	15.00	43.65
Vacant		
Construction Support	35.50-46.16	103.31-134.33
Linwood Lee		
Vacant		
CADD Drafting Technician	30.45-37.02	88.61-107.73
Phil Coffman		
Ryan Frankenbery		
Russell Ryan		
Administrative Assistant	24.25	70.57
April Xaros		

Note:

*Multiplier Calculation

Salary:	1
Overhead and Fringe:	1.65
Subtotal:	2.65

10% Profit	0.26
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Total Multiplier	2.91
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Out-Of Pocket Expenses = \$9,000 for this contract

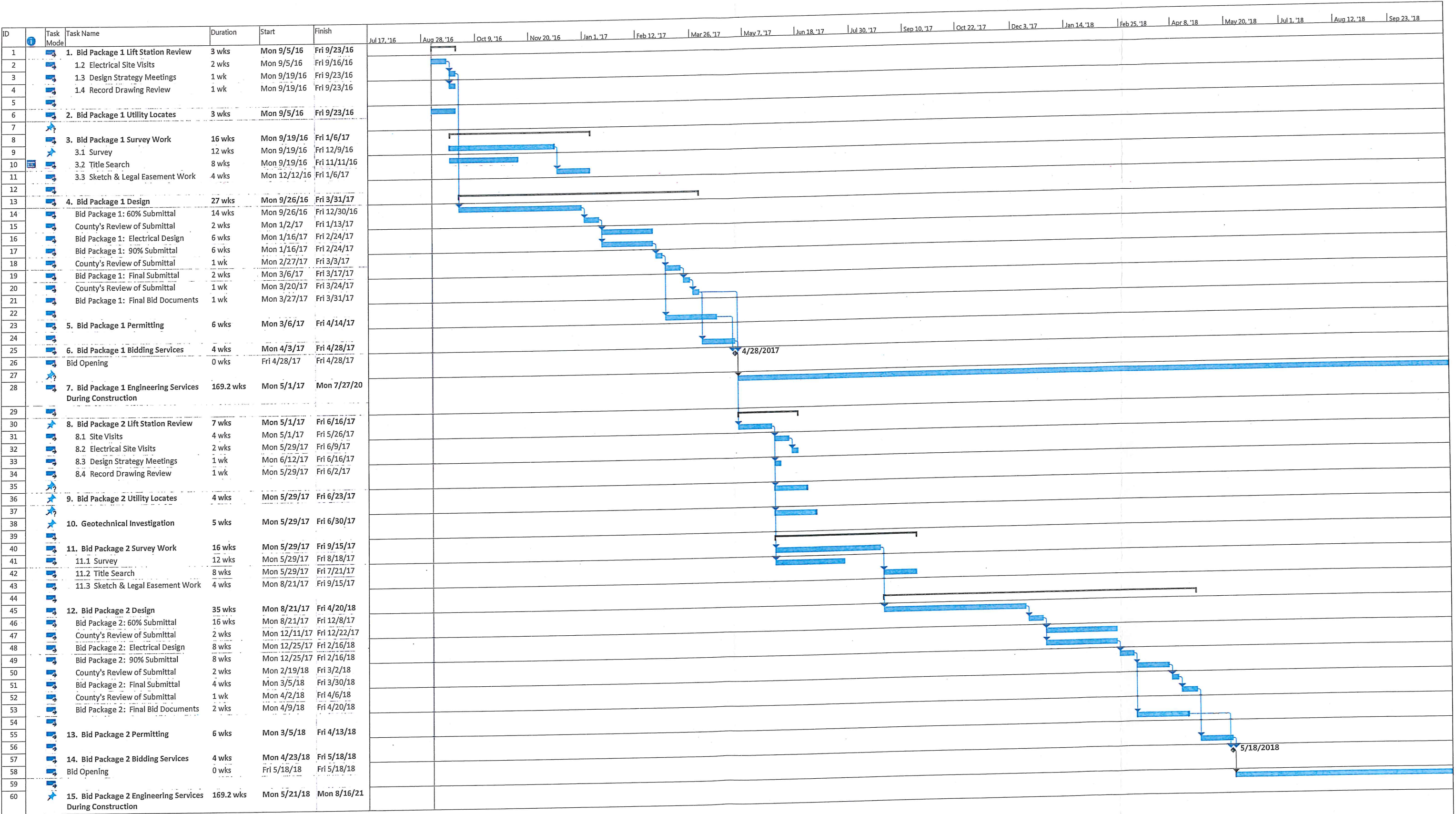
Out-Of-Pocket Expenses are billed at cost. Out-of-Pocket Expenses include:
Travel, Tolls, Parking Fees, Mileage, Printing and Copying

BUDGET SUMMARY

	LABOR TOTAL HOURS	558	1270	2447.5	1712.5	1892	376	8256	/
	LABOR RAW COSTS	\$38,998.62	\$62,369.70	\$120,196.73	\$52,693.63	\$63,041.44	\$9,302.24	/	\$346,602.35
	LABOR MULTIPLIER	2.91	2.91	2.91	2.91	2.91	2.91	/	/
	LOADED LABOR COST	\$113,485.98	\$181,495.83	\$349,772.47	\$153,338.45	\$183,450.59	\$27,069.52	/	\$1,008,612.84
	TOTAL LABOR COST	\$1,008,612.84							
	SUB-CONSULTANT COSTS TOTAL	\$484,785.00							
	SUB-CONSULTANT MULTIPLIER	1							
	SUB-CONSULTANT TOTAL	\$484,785.00							
	OUT OF POCKET EXPENSES	\$9,000.00							
	PROJECT TOTAL	\$1,502,397.84							

Exhibit D

Project Schedule



[illegible]

Exhibit E

SBE-M/WBE Schedules

ATTACHMENT D

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE CONSULTANT/SUBCONSULTANTS

PROJECT NAME: Lift Station Rehabilitation Project A

PROJECT NO. 15-096

NAME OF PRIME CONSULTANT: Holtz Consulting Engineers, Inc.

ADDRESS: 270 South Central Blvd., Suite 207, Jupiter, FL 33458

CONTACT PERSON: Stephen Fowler

PHONE NO.: 561-575-2005 FAX NO.: 561-575-2009

DESCRIPTION OF SERVICES Design of Lift Station Rehabilitation Improvements

PLEASE LIST THE DOLLAR AMOUNT AND PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT AND PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUB-CONSULTANTS ON THIS PROJECT. IDENTIFY ALL APPLICABLE CATEGORIES OF CONSULTANT/SUBCONSULTANTS

Name, Address and Phone Number	(Check one or both Categories)		Consultant/Sub-consultant Dollar Amount and Percentage of Services				
	M/WBE	SBE					
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Holtz Consulting Engineers, Inc. 270 South Central Blvd. Suite 207, Jupiter, FL 33458 (561) 575-2005	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<u>\$1,017,612.00</u> 67.73%			
2. Lidberg Land Surveying, Inc. 675 West Indiantown Road, Suite 200, Jupiter, FL 33458 (561) 746-8454	<input type="checkbox"/>	<input checked="" type="checkbox"/>				<u>\$207,900.00</u> 15.83%	
3. C&W Engineering 2775 Vista Parkway, G-6 West Palm Beach, FL 33411 (561) 642-5333	<input type="checkbox"/>	<input checked="" type="checkbox"/>				<u>\$236,000.00</u> 15.70%	
4. Tierra South Florida, Inc. 2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411 (561) 687-8539	<input checked="" type="checkbox"/>	<input type="checkbox"/>					<u>\$4,935.00 Asian</u> 0.32%
5. Ground Hound Detection Services, Inc. 2930 NW Commerce park Dr. Suite 1, Boynton Beach, FL 33426 (561) 737-9800	<input type="checkbox"/>	<input checked="" type="checkbox"/>				<u>\$5,950.00</u> 0.39%	
(Please use additional sheets if necessary)							
Total SBE-M/WBE Participation <u>99.97</u> %		Total		<u>67.73</u>		<u>31.92%</u>	<u>0.32%</u>

NOTE: 1. The percentages listed on this form must be supported by the sub-consultant included on Schedule 2 in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE

Rev. 05-27-15

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

This document must be completed by ALL SBE-M/WBE's and submitted with this Supplement. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER WUD #15-096

PROJECT NAME: Lift Station Rehabilitation Project A

TO: Holtz Consulting Engineers, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a - (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 3, 2013.

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

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Design and Permitting for Lift Station Rehabilitations.

Total SBE-M/WBE Participation 67.73 %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

Price or Percentage N/A N/A
(Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

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

Holtz Consulting Engineers, Inc.

Print name
of SBE-M/WBE Sub-consultant

By:

(Signature)

Andrea Holtz, PE/ President

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

Date:

6/7/16

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

This document must be completed by ALL SBE-M/WBE's and submitted with this Supplement. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER WUD #15-096

PROJECT NAME: Lift Station Rehabilitation Project A

TO: Holtz Consulting Engineers, Inc.
(Name of Prime Consultant)

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

Small Business Enterprise ☐

Minority Business Enterprise ☒

Black ☐

Hispanic ☐

Women ☐

Caucasian ☐

Other (Please Specify) X - Asian Pacific

Date of Palm Beach County Certification: 11/30/15

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

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Geotechnical Engineering for Lift Station Rehabilitations.

Total SBE-M/WBE Participation 0.32 %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

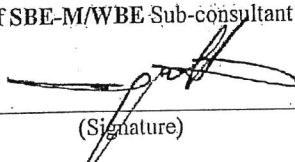
Price or Percentage NA

NA
(Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

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

Tierra South Florida, Inc.
Print name
of SBE-M/WBE Sub-consultant

By: 
(Signature)

Raj Krishnasamy, P.E./ President
Print name/title of person executing on behalf
of SBE-M/WBE

Date: 6/8/2016



May 4, 2016 (Revised)
April 20, 2016

Holtz Consulting Engineers, Inc.
50 South US 1, Suite 206
Jupiter, FL 33477

Attn: Mr. Stephen Fowler, P.E.

Re: Geotechnical Engineering Services
Lift Stations
Palm Beach County, Florida
TSF Proposal No. 1604-201

Dear Stephen:

TIERRA SOUTH FLORIDA, Inc. (TSF) is pleased to submit this proposal for providing a subsurface exploration for the proposed control panels at 5 lift stations at various locations in Palm Beach County, Florida. This proposal includes an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

SCOPE OF SERVICE

Per your request, our scope of work will consist of drilling 5 Standard Penetration Test (SPT) borings to a depth 10 feet below existing grade. Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.

Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designation D 1586. Borings will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan if furnished by others.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. TSF will recommend a utility line locating service upon request.

Upon completion of the field exploration, a geotechnical engineer will evaluate the results of all drilling. A report will be issued that contains the exploration data and foundation recommendations.

ESTIMATED COST

It is proposed that the fee for the performance of the services outlined above will be on a unit price basis. The estimated fee will be **\$4,935**. Our estimate covers the work needed to present our findings. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report. This proposal assumes that access to the proposed boring locations can be accomplished with a truck mounted drill rig.

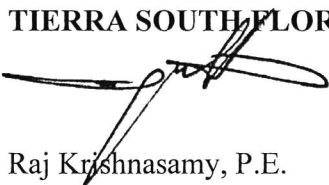
Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated cost previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present drilling schedule, we can commence work within several days of project approval (weather permitting) and fieldwork is expected to take about 2 to 3 days to complete depending on the locations. The report can be submitted two weeks after completion of the field exploration. We at TSF appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.



Raj Krishnasamy, P.E.
Principal Engineer
Attachment: Fees Schedule

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

This document must be completed by ALL SBE-M/WBE's and submitted with this Supplement. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER WUD #15-096 PROJECT NAME: Lift Station Rehabilitation Project A

TO: Holtz Consulting Engineers, Inc.
(Name of Prime Consultant)

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

Small Business Enterprise X Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian X Other (Please Specify) _____

Date of Palm Beach County Certification: 3/26/2016

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

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Electrical Design for Lift Station Rehabilitations.

Total SBE-M/WBE Participation 15.70 %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

Price or Percentage N/A N/A
(Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

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

C&W Engineering
Print name
of SBE-M/WBE Sub-consultant
By: [Signature]
(Signature)
Dale G. Walker, P.E.
Print name/title of person executing on behalf
of SBE-M/WBE
Date: 6/9/2016

C & W engineering

Electrical Consultants

2775 Vista Parkway, G-6
West Palm Beach, FL 33411
(561) 642-5333

May 6, 2016

Stephen Fowler, P.E.
Holtz Consulting Engineers, Inc.
50 U.S. Highway One
Suite 206
Jupiter, FL 33477

Subject: Palm Beach County WUD, Lift Stations, Electrical Engineering Proposal
C&W-Ref. 58045

Dear Stephen:

I am pleased to submit this proposal for your consideration to provide Electrical Engineering Design Services. The work will include:

1. Provide Electrical Engineering Design for Lift Stations.
2. Provide the installation design including, a new main service, the Lift Station Control Panel, Main, RTU and the like.
3. Use the Palm Beach County standard details.
4. Provide site visits with FPL to verify power service matters.
5. Coordination with Holtz Consulting Engineers, Owner and Vendors.
6. Provide documents suitable for Bidding, Permitting and Construction.
7. Prepare and submit the Opinion of Cost spreadsheet.
8. Sign and Seal the DEP submittal.

DESIGN SERVICES

Coordination

Holtz Consulting Engineers, Inc.
Owner
Vendors

Field Investigations

Engineering
Verifying Power Source
Observe Existing Conditions

Drawings
Electrical Site Plan
Wet Well Electrical Equipment Plan
One Line Power Diagram
Instrumentation Diagrams
Details as may be required

Typical Specifications

Provide documents for Review and Approval.

Bid Assistance, Response to Questions

DESIGN FEE:

- | | | |
|----|---|------------------|
| 1. | New Lift Station Control Panel: | \$5,000 per unit |
| 2. | New Lift Station Control Panel & Service: | \$5,000 per unit |
| 3. | New Generator and ATS Adder: | \$3,000 per unit |

CONSTRUCTION SERVICES: Not included at this time, but may be added later.

I trust the above scope is in agreement with your needs and expectations. If you have questions or comments regarding the above, please call.

Very truly yours,

C & W Engineering



Jose L Reyes

DGW/nl

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

This document must be completed by ALL SBE-M/WBE's and submitted with this Supplement. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER WUD #15-096

PROJECT NAME: Lift Station Rehabilitation Project A

TO: Holtz Consulting Engineers, Inc.
(Name of Prime Consultant)

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

Small Business Enterprise X

Minority Business Enterprise

Black Hispanic Women Caucasian X Other (Please Specify)

Date of Palm Beach County Certification: August 18, 2014

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

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Utility Locating Services for Lift Station Rehabilitations.

Total SBE-M/WBE Participation .39 %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

Price or Percentage NA NA
(Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

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

Ground Hound Detection Services, Inc.

Print name

of SBE-M/WBE Sub-consultant

By: 

(Signature)

Sean Halsey/ South Florida Director

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

Date: June 7, 2016



A Professional Utility Locating Service

May 4, 2016

Mr. Stephen Fowler, P.E.
Holtz Consulting Engineers, Inc.
270 South Central Blvd., Suite 207
Jupiter, FL 33458
P: (561) 575-2005
Stephen.Fowler@HoltzConsulting.com

Re: "Palm Beach County WUD Lift Station Rehabilitations"

Mr. Fowler,

Ground Hound Detection Services, Inc. (GHD) is pleased to provide this proposal for utility locating services. A combination of Ground Penetrating Radar (GPR) and Electromagnetic methods will be used. Based on the information contained in your email dated May 4, 2016, GHD will provide horizontal locations of any detectable utilities within the described 10 lift station sites. As discussed, an approximately 40' x 40' area will be investigated on each site. All horizontal discoveries will be reviewed with Holtz Consulting Engineers appointed surveyor personnel onsite. Please supply a copy of the completed survey to this office for review.

DESCRIPTION OF SERVICES:

Electromagnetic induction is a method in which a transmitter signal is applied by directly coupling to a target. As long as the target is metallic, a receiver is used to detect the transmitted signal. Passive detection is another technique used to locate naturally occurring magnetic fields that exist on power cables generating a 50/60 Hz signal. Additionally, passive VLF signals can be detected on other metallic utilities that are typically long in length and are well grounded electrically. Some utility systems/structures contain portions of non-metallic material and therefore may be un-locatable using EM techniques.

Ground Penetrating Radar (GPR) method transmits electromagnetic waves, which are pulsed at discrete distance/time intervals. The transmitted pulse radiates through the earth whereby a portion of the energy is reflected from interfaces of contrasting electrical properties (e.g. pavement and soil interface, soil stratigraphic changes and buried metallic and nonmetallic objects) while the remaining energy continues until reaching additional reflectors where the process is repeated. Reflected energy is received by the antennae and recorded for later processing and interpretation. Factors such as soil moisture, clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Wet conductive soils severely attenuate GPR signals and thus the effective depth of exploration. The presence of foreign product leached into the soil can eschew the data collected. GPR energy cannot transmit through ferrous objects since metal acts as a pure reflector. Freshly-poured concrete (less than 60 days), concrete containing metal fibers, fine-mesh screenings beneath tile, Styrofoam between floor or roof slabs can inhibit the effective permeability and accuracy of GPR. In order to accurately conduct a radar survey, orthogonal scans must be made across the target area. Confined or obstructed areas that restrict an even scanning pattern can impede the data collected and reduce the accuracy of the final results. GPR does not measure diameter of objects or depth of utility, only their horizontal location(s).

2930 NW Commerce Park Dr. Suite 1 Boynton Beach, FL 33426
PHONE: (561)737.9800 FAX: (561)737.1742 WEB: www.groundhound.com EMAIL: info@groundhound.com

Locating underground utilities is not an exact science. Therefore, Ground Hound Detection Services, Inc. (GHD) expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of this or any individual project. Holtz Consulting Engineers, Inc. understands that limitations within the available technology, the complexity of site conditions and circumstances beyond the control of GHD may limit the performance/results of the GHD's services. Project Owners, Holtz Consulting Engineers, Inc. and any of its Subcontractors shall hold harmless and indemnify GHD against any and all losses as a result of inability to locate or mislocate due to limitations within the available technology, the complexity of site conditions and circumstances beyond its control, but not against negligence on the part of GHD or its employees. The services provided by GHD shall be performed in accordance with generally accepted professional practices as related to the nature of services performed. Payment to GHD shall not be contingent upon its performance or results due to any limiting condition as described. Hand digging is required in all situations when excavating within 24" of GHD's markings. If any legal action or other proceeding is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in the action or proceeding, in addition to any other relief to which such party or parties may be entitled.

This proposal constitutes the entire agreement between the parties. The agreement may not be altered, modified or conditioned in any respect without the prior written consent of all parties. Documents such as but not limited to "change orders", "purchase orders", sub-contract agreements, and statements of terms and conditions of work shall require prior written acceptance by GHD to be binding. Payment to GHD for work performed pursuant to this proposal shall not be contingent upon GHD's consent to any proposed alteration, modification or condition to the agreement.

CONDITIONS: Locating underground utilities for design/pre-excavation:

- Utility locations are being provided in an attempt to prevent or reduce the likelihood of damage during excavation and /or provide design information.
- Areas to be investigated must be level and free of obstructions. EM and GPR discovery may be limited up to 24" within any vertical impediment, structure or otherwise.
- Results are dependent upon field conditions at the time of locating services.
- GHD's inability to complete the project due to delays, conditions outside GHD's control does not void this contract.
- If GHD is to produce a drawing (optional, additional fee), customer is responsible for providing an electronic AutoCAD file for GHD to use as a base to drop its discoveries on. If a file is not available, additional costs and time to produce the drawing are likely.
- Drawings produced by GHD (optional, additional fee) are not considered to be "survey grade" drawings. GHD will include dimensions from a fixed feature in the field/drawing to the horizontal position of the target being depicted. Drawings are not prepared by a licensed Engineer, Surveyor or Draftsman. In addition, drawings are not prepared to any State survey or drafting standard.
- If GHD reviews its discoveries with others responsible for mapping/data collection, a copy of the file must be provided to GHD to review for errors and omissions.
- Wherever possible, APWA standards are used for marking.
- GHD is not responsible for, moved, altered, obliterated or maintaining marks. GHD will impose an additional fee to relocate/remark facilities.
- If underground facilities are damaged, whether marked by GHD or not, it is your obligation to notify a representative of GHD immediately at the time of damage.
- GHD is not a substitute for Chapter 556 of the FL State Statute (Underground Facility Damage Prevention and Safety Act). Prior to project construction, excavating contractor is responsible for securing locations of public utilities through Sunshine State One Call of Florida (Phone # 811).
- Any available as-builts, engineered or other record drawings with regards to any utilities within the project limits shall be made available to GHD for its review prior to commencement of field work.
- The performance of GHD's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on site personnel is necessary to perform a complete investigation.

COST ESTIMATE:

<u>EM & GPR Field Investigation</u>		
<ul style="list-style-type: none">• Perform horizontal locations of existing detectable utilities mains using EM & GPR techniques.• Mark selected targets on the ground surface as necessary.• Review all onsite discoveries with onsite personnel/surveyors where applicable.		
EM & GPR Field Investigation	3.5 days @ \$1,700/ day	\$5,950.00*

***Price based on \$225/ hour with a four hour minimum.**

The above cost is effective for 30 days from the date of this proposal. Costs are subject to change upon unforeseen conditions, any changes will be negotiated accordingly. All service rates include a two man crew. Field time may be reduced by using added crews. Additional crew members are billed out at \$112.50/man hour.

Provided, in no event shall payment to GHD be made later than 45 days from submission of its invoice, irrespective of Contractor's receipt of payment from Owner.

Mr. Fowler, thank you for allowing us to present this proposal. Should you have any questions please contact me at: 561-737-9800.

Sincerely,



Sean Halsey, South Florida Director
Ground Hound Detection Services, Inc.

Accepted by _____

Title _____

Print Name of Signer _____

Date _____

Re: "Palm Beach County WUD Lift Station Rehabilitations"

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

This document must be completed by ALL SBE-M/WBE's and submitted with this Supplement. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER WUD #15-096

PROJECT NAME: Lift Station Rehabilitation Project A

TO: Holtz Consulting Engineers, Inc.
(Name of Prime Consultant)

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

Small Business Enterprise X

Minority Business Enterprise

Black Hispanic Women Caucasian X Other (Please Specify)

Date of Palm Beach County Certification: October 5, 2009.

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

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Survey, Title Search, and Sketch and Legal Descriptions for Lift Station Rehabilitations.

Total SBE-M/WBE Participation 15.83 %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

Price or Percentage \$30,000 Statewide Land Title, Inc.
(Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

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

Lidberg Land Surveying, Inc.
Print name
of SBE-M/WBE Sub-consultant

By: [Signature]
(Signature)

DAVID C. LIDBERG Pres
Print name/title of person executing on behalf
of SBE-M/WBE

Date: 6/7/10

LIDBERG LAND SURVEYING, INC.

675 West Indiantown Road, Suite 200, Jupiter, Florida 33458
VOICE 561-746-8454 FAX 561-575-3735

Mr. Stephen Fowler, P.E.
Holtz Consulting Engineers, Inc.
50 South U.S. Highway One
Suite 206
Jupiter, Florida 33477

April 26, 2016

Dear Mr. Fowler:

Re: **TOPOGRAPHIC SURVEYS FOR VARIOUS LIFT STATION SITES
FOR PALM BEACH COUNTY WATER UTILITIES DEPARTMENT,
PALM BEACH COUNTY, FLORIDA**

Lidberg Land Surveying, Inc. is pleased to have the opportunity to offer this proposal to provide our Professional Surveying and Mapping services on the above referenced project.

The Scope and Fees for Services to be provided is attached as **Exhibit A**. The complete scope of services is based upon the work being performed in accordance with the applicable codes and permitting requirements in force at the time of this agreement. All fees quoted in this agreement are for one time performance of the stated work and are applicable for one year from date of the agreement. At that time, fees are reviewed and adjusted accordingly. Any hourly charges or reimbursable costs shall be subject to the Hourly Rate Schedule attached as **Exhibit B** that is in effect at the time the services are performed.

If this proposal meets with your approval, please sign and return one copy to this office prior to commencement of work by Lidberg Land Surveying, Inc. Please do not hesitate to call me if you have any questions or concerns. We look forward to working with you on this project.

Sincerely,

LIDBERG LAND SURVEYING, INC.

By:  David C. Lidberg, P.S.M.
President

enc.

Lidberg Land Surveying, Inc.
Exhibit "A"
Scope and Fees for Services

SCOPE OF SERVICES:

Prepare topographic surveys for various lift station sites located in Palm Beach County at unknown locations at the present time. We will prepare a topographic survey based on the adjacent recorded plats, right of way maps, deeds or easements. The base file will be in State Plane Coordinates, North American Datum of 1983. Two permanent benchmarks will be established at each site and will be referenced to North American Vertical Datum of 1988. We will locate the necessary pavement, driveways, sidewalks, curbs, walls, fences and visible above ground utilities. We will obtain the top elevations for the wet well and valve pit along with the bottom of wet well and influent elevations. The elevations will extend sixty feet from the center of the wet well. We will locate existing utilities marked by others. We will provide you with an AutoCAD Civil 3D Release 2013 digital file at a mapping scale of 1"=10' and six signed and sealed prints.

The fee for this service will be **\$3,310.00** per lift station.

Provide a title search to be prepared by Statewide Land Title, Inc. for **\$500.00** per lift station.

Legal description and sketch for those lift stations that do not have easements. **\$465.00.**

This Proposal is accepted this _____ day of _____, 2016.

By: _____ Title: _____
(Signature and title of authorized representative)

Print Name: _____

Firm Name: _____

Purchase Order: _____

Lidberg Land Surveying, Inc.
Exhibit "B"
Hourly Rate Schedule

2 MAN FIELD CREW	\$130.00 HR.
3 MAN FIELD CREW	\$155.00 HR.
1 MAN CREW WITH ROBOTIC TOTAL STATION	\$110.00 HR.
COMPUTER TECHNICIAN	\$80.00 HR.
PRINCIPAL	\$165.00 HR.
EXPERT WITNESS	\$250.00 HR.
PROFESSIONAL SURVEYOR	\$135.00 HR.
MATERIALS	Cost plus 5%
CLERICAL	\$45.00 HR.
GLOBAL POSITIONING SYSTEM (GPS) 2 Men, 2 Rovers	\$200.00 HR.
HYDROGRAPHIC EQUIPMENT:	
Odom Echotrac Survey Recorder	
2001 26 Foot Parker Survey Vessel	
Laptop Computer	
Hypack Hydrographic Software	
Topcon Hiper Pro GPS (1 Base and 1 Rover)	Call for Quotation

Hourly Charges

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 7:00 a.m. to 6:00 p.m., Monday through Friday.