

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	July 12, 2016	Consent <input checked="" type="checkbox"/> [X]	Regular <input type="checkbox"/> []
		Public Hearing <input type="checkbox"/> []	
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF



Motion and Title: Staff recommends motion to approve: a Contract for Professional Consultation/Engineering Services (Contract) with CDM Smith, Inc. for the Palm Beach County Collection System Rehabilitation Project in the amount of \$2,393,143.

Summary: The Contract will provide for engineering services related to investigation, design and construction as part of a multi-year program of rehabilitation of the Water Utilities Department (WUD) wastewater collection system, excluding the area commonly known as the Glades (Belle Glade, Pahokee and South Bay). WUD owns, operates and maintains approximately 1,250 miles of gravity wastewater pipe and over 30,000 manholes. Some parts of the existing collection system have been in service for over 50 years and require condition assessment and possibly rehabilitation. This project involves inspection of 300,000 linear feet of gravity wastewater pipes and 2,000 manholes, identification of specific defects requiring remediation, design of appropriate rehabilitation measures and assistance to PBCWUD with development of multiple construction project packages. 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 41%. CDM Smith, Inc. is a Palm Beach County company. (WUD Project No. 15-098) Countywide (MJ)

Background and Justification: This work is needed to restore the service life, efficiency and effectiveness of the gravity wastewater collection system in Palm Beach County while reducing the Operations and Maintenance workload and associated costs.

Attachments:

- 1. Two (2) Original Contracts
- 2. Contract Signing Authority Letter

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>\$2,393,143</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>\$2,393,143</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 6547

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

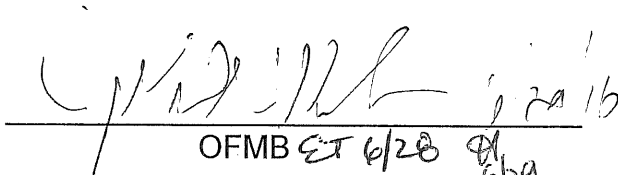
B. Recommended Sources of Funds/Summary of Fiscal Impact:

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

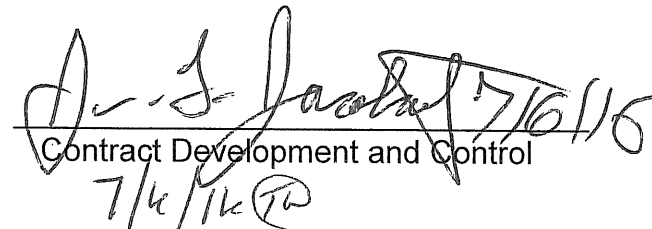
C. Department Fiscal Review: Debra M West

III. REVIEW COMMENTS

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

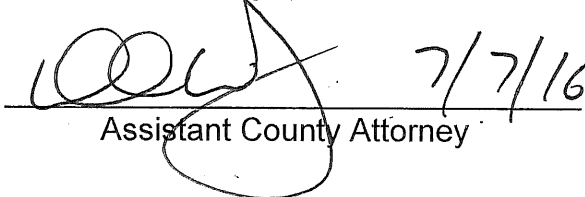


OFMB ET 6/28 *6/28/16*
6/28



Contract Development and Control
7/6/16

B. Legal Sufficiency:



Assistant County Attorney
7/7/16

* As of signing COM only had one witness; not legally necessary for two witnesses.

C. Other Department Review:

Department Director

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



75 State Street, Suite 701
Boston, Massachusetts 02109
tel: 617 452-6000

CERTIFICATE

I, Mario J. Marcaccio, Clerk of CDM Smith Inc., a Massachusetts corporation, hereby certify that Kevin C. Leo holds the position of Vice President which entitles Kevin C. Leo to execute, and deliver proposals, contracts and agreements for the performance of professional services in the name and on behalf of CDM Smith Inc. with a value up to \$3 million.

I further certify that the foregoing is consistent with the Contract Signing Authority Policy and with the By-laws of the said corporation.

IN WITNESS WHEREOF, I have executed this certificate and have caused the corporate seal of CDM Smith Inc. to be hereunder affixed on this 8th day of June 2016.



Mario J. Marcaccio
Clerk of the Corporation

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
PALM BEACH COUNTY COLLECTION SYSTEM REHABILITATION PROJECT
CD07 WUD #15-098**

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 CDM Smith Inc., a Professional Services Consulting Corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 04-2473650.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for investigation, design and construction of Palm Beach County Water Utilities Department's collection system which includes but is not limited to manholes, gravity wastewater pipes and wastewater force mains, 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 *Kevin Leo*, telephone no. *561-571-3800*.

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 not-to-exceed compensation for services rendered based upon the established actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor of 3.00. 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% based on the contract execution date.

The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, subconsultant fixed price services as shown on Exhibit A

and "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of **Two Million Three Hundred Ninety-Three Thousand One Hundred and Forty-Three Dollars (\$2,393,143.00)**. 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 fixed price 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 **Forty Thousand and Five Hundred Dollars (\$40,500.00)**, 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.

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 41 % 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 **\$100,000**, 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, request modification to, 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:

CDM Smith Inc.
c/o Kevin Leo, P.E., Vice President
One Park Place
621 NW 53rd St
Suite 265
Boca Raton, FL 33487

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

**PALM BEACH COUNTY COLLECTION SYSTEM REHABILITATION PROJECT
CD07 WUD #15-098**

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

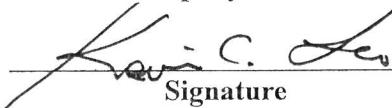
WITNESS:

CONSULTANT:

Signature

CDM SMITH INC.
Company Name

Name (type or print)


Signature

Signature

Kevin C. Leo, P.E.
Typed Name

Name (type or print)

Vice President
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(corp. seal)

By _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By 
For Department Director

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK
Palm Beach County Collection System Rehabilitation Project
PROJECT NO. WUD 15-098, PACKAGE ID CD07

CDM SMITH INC.

June 23, 2016

This Scope of Work shall be incorporated in and become part of the Contract for Consulting/Professional Services (Contract) between Palm Beach County, FL (COUNTY), and CDM Smith Inc. (CONSULTANT), for *Palm Beach County Collection System Rehabilitation Project*, Project Package CD07 WUD # 15-098 dated _____, 2016.

PROJECT BACKGROUND

The COUNTY's Water Utility Department (WUD) owns and operates a wastewater collection system consisting of approximately 1,250 miles of gravity sewer pipe ranging from 4" to 30" in diameter and 650 miles of force main ranging in size from 2" to 66" in diameter. Some areas of the collection system have been in service for more than 50 years and are in need of rehabilitation. The COUNTY has elected to implement a program with the CONSULTANT to assess the areas of concern and create the necessary rehabilitation design. This work is needed to restore the service life, efficiency and effectiveness of the collection system in Palm Beach County.

The COUNTY will be the primary point of contact for the CONSULTANT for this project.

This Project will identify and quantify sanitary sewer system asset risks, perform asset condition assessments, and prioritize and design rehabilitation or replacement of the assets over the next 10 fiscal years. The project encompasses four tasks generally described as follows:

- Task 1 encompasses a Sanitary Sewer and Force Main Infrastructure Criticality and Risk Assessment and development of a Sanitary Sewer System Inspection Program.
- Task 2 encompasses Sanitary Sewer, Lateral, and Manhole Field Inspections, Rehabilitation Program Development, and Prioritization of Rehabilitation and Replacement Projects.
- Task 3 encompasses Engineering Design, Permitting, and Bidding Assistance.
- Task 4 encompasses Engineering Services during construction at the discretion of the COUNTY.

SCOPE OF SERVICES

This scope of services is for the provision of engineering consulting services for Tasks 1 through 4. The following is a detailed description of the services.

**TASK 1 - EXISTING DATA REVIEW, ASSET ASSESSMENT CRITERIA WORKSHOP,
INFRASTRUCTURE RISK ANALYSIS AND ASSET PRIORITIZATION**

Subtask 1.1 – Project Meetings, Project Management, and Quality Control

The CONSULTANT will host a project kickoff meeting at the COUNTY facility and attend up to four (4) progress meetings with key COUNTY Program Management, Engineering, and Operations Staff representatives.

The kick-off meeting will provide an overview of the scope of services, a discussion of the project schedules and deadlines and the required involvement of COUNTY staff throughout the project, and a discussion of available data sources and factors. CONSULTANT will prepare minutes and action items resulting from the meetings.

The CONSULTANT's project manager (PM) will be the main point of contact for this project.

The CONSULTANT will prepare monthly written progress reports. The progress reports will be submitted to the COUNTY's representative on the first Friday of every month. These reports will include the following:

- Updated Project Schedule
- 4-week Look ahead Summary
- Project Budget Summary
- Summary of completed activities and work remaining
- Updated Risk Log

CONSULTANT maintains a program of Quality Control (QC) on all of its projects. Quality Review meetings will be scheduled over the project duration during which the project team will review deliverables and discuss project issues.

CONSULTANT will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work.

As part of project administration, CONSULTANT will:

- Communicate with the COUNTY through a single point of contact.
- The project schedule will be created and updated in MS Project. The initial detailed project schedule will be reviewed by the COUNTY before proceeding with the Scope of Services. The schedule shall begin based on the date on the Notice to Proceed.
- Implement and adhere to internal quality control and quality assurance procedures and also ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.

Subtask 1.2 – Data Gathering, Assessment, Enhancements, and Gap Analysis

The CONSULTANT will perform an assessment of available data to support the criticality and risk assessment analyses. The review will include an analysis of available digital GIS asset inventory data provided by the COUNTY for the sanitary sewer system and force mains to identify missing or potentially erroneous attributes required for the desktop analysis. Algorithms or electronically available data (work

orders, past failure or inspection records, etc.) will be used to refine and maximize the asset inventory available for analysis, where possible.

The primary focus of the attribute review for the force mains and sanitary sewer pipelines will be:

- Pipe age
- Material
- Diameter
- Depth
- Presence of lining/coating
- Force main and air release valves
- Protective features
- Operating pressures
- Inflow and infiltration data
- Previous failures and maintenance issues
- Repair history data

A refined database following the enhancement algorithms and manipulations for use within the project will be developed and provided to the COUNTY. The database will document the data values that were changed and the reason for the change. The remaining data gaps and their impact on the project will be documented in a technical memorandum (TM) and provided to the COUNTY.

Subtask 1.3 - Asset Prioritization Criteria Workshop

The CONSULTANT will coordinate with COUNTY assistance, and host a full-day Asset Prioritization Criteria Workshop with the COUNTY to identify and document the criteria to be used within the prioritization analysis for asset criticality and risk. The relative importance or weighting of each criteria, the risk values for each criteria, and condition criteria that influence pipe service life and performance will be determined at this workshop. One week prior to the workshop, CONSULTANT will develop and provide draft criteria and weighting values for the gravity sewer and force main asset types and provide to the COUNTY. To define overall risk and subsequent prioritization, up to ten factors will be identified for use in this analysis for each of the two prioritization criteria categories - probability and consequence of failure (twenty total factors). The associated data sources that are available to be utilized to calculate the probability and consequence factors for the gravity and force main system pipeline assets will be identified at the workshop for further review by the CONSULTANT.

The results of the workshop will be documented by the CONSULTANT in a brief Technical Memorandum including lists of the probability and consequence factors developed for each asset type, the weightings to be used for each factor, and the results of a review of the available data to support the calculation of the risk factors identified in the workshop.

CONSULTANT staff will also review the findings of the data review with COUNTY technical staff to determine if identified data gaps can be addressed by the COUNTY prior to the risk analysis work.

Subtask 1.4 – Review and Implementation of Data Management and Integration Specification

CONSULTANT will review and understand the COUNTY-provided GraniteNet/NASSCO standard information transfer protocols and data flow paths and specifications and integrate into the Project.

Subtask 1.5 – Criticality and Probability of Failure Analyses

The CONSULTANT will develop a risk-based asset prioritization model of the COUNTY's sanitary sewers and force mains. This model will be created by utilizing the risk factors identified in the previous workshop. CONSULTANT will utilize the available data identified in Subtasks 1.2 and 1.3 to generate each factor and the final risk scores for the pipeline assets. The factors will be developed using the weights of importance and processing methods agreed upon in the workshop. The resultant layers of risk ranking from the analyses will be added to the COUNTY's GIS database as a base and will be provided as a deliverable.

CONSULTANT will estimate probability of failure of assets based on the probable condition (capacity, operation and maintenance, and structural) of the asset or group of assets. CONSULTANT will leverage available attribute and operational data to help further prioritize in-situ field inspections and to provide criteria to measure the likelihood or probability of failure.

CONSULTANT will develop a long-term renewal needs analysis utilizing the asset installation date values from the COUNTY's GIS database and pipeline asset service life values based on material types. The result will provide the COUNTY guidance as to the amount of each pipeline material types that will need to be reviewed over the next 50 to 100 years based on what has been installed in the past. This information will be coupled with the risk-based ranking results to develop final recommendations.

CONSULTANT will coordinate with COUNTY assistance and conduct a second interactive workshop with key COUNTY Staff to review the preliminary results of the prioritization process and compare them to the COUNTY Staff's understanding of the characteristics of its system. CONSULTANT will then re-calibrate the prioritization tool one time based on the adjustments discussed and present the revised prioritization results to the COUNTY.

Subtask 1.6 – Gravity Sewer Condition Assessment, Prioritizations, and Inspection Methodology Analysis

The highest priority gravity sewer field assessment projects from the analyses in Subtask 1.5 will be tabulated into up to ten (10) prioritized field inspection packages, the first 300,000 linear feet of which will begin under Task 2. The packages will include project objectives and justification, description of project limits, and an assessment of the technology to be applied (CCTV and MACP inspections). A meeting will be held to discuss the results and finalize the SSES field inspection program extents, recommended inspection types, and schedule.

Subtask 1.7 – Infrastructure Risk and Prioritization Results Technical Memorandum

The results of the prioritizations will be provided in a Technical Memorandum documenting the assumptions, data used, and the development of the prioritization tool. Tables and GIS maps will show the results for each of the condition and criticality factors and will contain the percent of the total length of pipe in the collection and transmission system that fell in each level. The Technical Memorandum will also include documentation of the recommended field inspection projects, conceptual level assessment cost, and field inspection project phasing. A separate, standalone section will be created within the report for the sanitary sewers and for the force main asset analyses.

TASK 2 - SANITARY SEWER SYSTEM CONDITION ASSESSMENT**Subtask 2.1 – Project Meetings, Project Management, and Quality Control**

The CONSULTANT will attend up to six (6) progress meetings with key COUNTY Program Management, Engineering, and Operations Staff representatives.

The CONSULTANT's project manager (PM) will be the main point of contact for this project.

The CONSULTANT will prepare monthly written progress reports. The progress reports will be submitted to the COUNTY's representative on the first Friday of every month. These reports will include the following:

- Updated Project Schedule
- 4-week Look ahead Summary
- Project Budget Summary
- Summary of completed activities and work remaining
- Updated Risk Log

CONSULTANT maintains a program of Quality Control (QC) on all of its projects. Quality Review meetings will be scheduled over the project duration during which the project team will review deliverables and discuss project issues.

CONSULTANT will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work.

As part of project administration, CONSULTANT will:

- Communicate with the COUNTY through a single point of contact.
- The project schedule will be created and updated in MS Project. The initial detailed project schedule will be reviewed by the COUNTY before proceeding with the Scope of Services. The schedule shall begin based on the date on the Notice to Proceed.
- Implement and adhere to internal quality control and quality assurance procedures and also ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.

Subtask 2.2 – Inspection Field Plan and Pre-Mobilization Coordination

The CONSULTANT will develop a field plan for the inspections of the identified system assets containing the health and safety plan (HASP), field communications plan, proposed schedule, and coordination of the field work.

Subtask 2.3 – Sanitary Sewer System Field Assessments

The sanitary sewer assessment to be conducted as a part of this project will include manhole survey, manhole inspection, CCTV, and lateral inspections within the prioritized project areas identified in Task 1.

For purposes of this scope, the extent or quantity of the field inspections shall be limited to the quantities estimated below:

ASSET	DESCRIPTION	QUANTITY/UNITS
Manholes (MH)	MACP Level 2 inspection and survey	2,000 Each
Sanitary Sewers	CCTV of gravity pipe	300,000 Linear Feet
Laterals	CCTV Inspections along route of sanitary sewer CCTV	200 Each

Information from field inspections will ultimately be stored in the COUNTY’s existing GraniteNet data management system. To facilitate this, during the course of the project, the CONSULTANT will store and manage the data in accordance with the GraniteNet protocol and data transfer specifications. As this project progresses, field data will be submitted in a digital format following the requirements of the data transfer protocol specifications provided by the COUNTY and utilizing the electronic database formats given in template files provided by the COUNTY.

1. **Sewer System Manhole Inspections** – Manhole inspections for 2,000 MH will be performed to evaluate the general condition of the system, identify specific defects or problems, and determine manhole rehabilitation recommendations. Inspection crews will obtain necessary permits, locate, open, survey, and visually inspect manholes in the project areas.

The condition of the manholes will be assessed to NASSCO MACP Level 2 inspection standards. In addition to the NASSCO MACP Level 2 inspection the following series of photographs shall be taken and linked to the MACP file:

- **Area Photograph** – A photograph shall be taken of the manhole cover showing location within the roadway, shoulder or easement as appropriate. Photographs shall be taken of any indications of previous overflows such as water marks and paper or other debris typical of sewer overflows. Surface photographs shall be oriented in the direction of the outgoing pipe to show the pipeline cover and easement condition. The area photographs should show the manhole visible in the foreground where possible. A minimum of one area photo is required.
- **Internal Photograph** – Take a photograph of the manhole interior in plan view showing the general arrangement of the incoming and outgoing sewers, manhole walls and other components. The internal condition photograph shall be oriented with the direction of the outgoing main line flow at the bottom of the photograph (6:00 position). A minimum of one internal photograph is required.
- **Manhole Defect Photographs** – During manhole inspections digital photographs shall be taken of all defects. Photographs must clearly and accurately show each defect and correspond to defects on the report. A minimum of one photo for each observed defect is required.

Individual manholes that cannot be found within 15 minutes will be identified to the COUNTY through the COUNTY’s project manager for locating these manholes for the CONSULTANT. If manholes in the area of the scope of services are suspected to be owned by an entity other than the COUNTY, field work will stop in this area and the COUNTY will direct on how to proceed.

MOT for MH inspections which are in non-residential or major roadways will use the MOT allowance as funding is available.

Survey will be performed on each manhole to obtain x,y coordinates and the rim elevation. The Consultant shall obtain the northing and easting of each structure in the NAD83 Florida State Plane coordinate system, East Zone. The vertical datum of the rim elevations will be acquired per COUNTY choice and shall be determined prior to the data acquisition. The survey shall utilize a Global Positioning System (GPS), Trimble Geo 7X or equivalent, to locate the manholes horizontally and vertically within the expected deviations of the equipment used. Upon the completion of manhole inspections and survey, a list of manholes that were not found will be provided to the COUNTY along with the reasoning.

2. **Sanitary Sewer and Lateral Television Inspection** - CCTV inspection of 300,000 linear feet of sanitary sewer will be performed and will consist of required permits, MOT, digital video recordings, digital photos and a NASSCO PACP database in GraniteNet compatible format. Inspection logs will also be provided. Sewers will be cleaned by the CCTV crews before performing CCTV. This scope assumes that a portion of the sewer lines will require special cleaning (as defined in the CCTV Subconsultant proposal) before performing CCTV. Inspections of 200 laterals will be performed to NASSCO LACP standards at selected locations concurrent with and along the route of the CCTV sewer inspections.

Subtask 2.4 – Sanitary Sewer System, Manhole, and Lateral Inspections Results Analysis

CONSULTANT will perform a review and analysis of the field data collected in the field assessment subtasks. CONSULTANT will create a defect summary for the manhole inspections and CCTV/Lateral inspections. The CONSULTANT will rate sewer pipes/laterals and assign an overall rating using the Pipeline Assessment Certification Program (PACP) quick score method which may be modified with input from the COUNTY as desired prior to commencing the work. Each manhole will be assigned an overall rating using a similar approach.

Subtask 2.5 – Prioritization, Repair Recommendations, and Summary Report

The CONSULTANT will identify two priority rehabilitation areas for design under Task 3 totaling up to approximately 90,000 linear feet based on the results of the field inspections and the risk assessment scores in Task 1. The recommended rehabilitation approach for each sanitary sewer project will be determined based on the SSES condition assessment results. Information required for rehabilitation design will be provided including stationing of the required point repairs, station of the service laterals and clock position, manholes requiring lining, and other manhole rehabilitation work required. Conceptual-level cost estimates for rehabilitation of the sewers, manholes, and laterals will be prepared as well as a recommended rehabilitation implementation schedule.

A schedule of quantities will be developed which will include the following types of sewer construction work as applicable:

- Cured-in-place structural pipe lining
- Rehabilitation of manholes using liner types as allowed by the COUNTY specifications
- Replacement of manhole covers and/or frames and inserts
- Point repairs to replace sections of damaged or collapsed sewers
- Service lateral and clean-out replacement, addition, and repair (up to the property line)

The CONSULTANT will develop a Summary Report for the prioritization of sewer areas for rehabilitation with applicable figures and tables. The report will include the conceptual-level cost estimate for the rehabilitation based on historical unit prices in the area. The CONSULTANT will submit the Draft

Summary Report to the COUNTY for review and attend a meeting to discuss comments. Following the meeting, the CONSULTANT will address applicable comments and finalize the report.

TASK 3 - DESIGN PHASE SERVICES

Upon the COUNTY's approval of the two selected priority areas identified in Task 2, two (2) design packages will be developed as described below. During the Task 2 investigations, the COUNTY may choose to expedite and authorize one or both of the design packages to commence prior to the completion of Task 2 services by approving priority areas based on available information.

Subtask 3.1 – Project Meetings, Project Management, and Quality Control

During the design phase, the CONSULTANT will attend four (4) monthly progress meetings with key COUNTY Program Management, Engineering, and Operations Staff representatives.

The CONSULTANT's project manager (PM) will be the main point of contact for this project.

The CONSULTANT will prepare monthly written progress reports. The progress reports will be submitted to the COUNTY's representative on the first Friday of every month. These reports will include the following:

- Updated Project Schedule
- 4-week Look ahead Summary
- Project Budget Summary
- Summary of completed activities and work remaining
- Updated Risk Log

CONSULTANT maintains a program of Quality Control (QC) on all of its projects. Quality Review meetings will be scheduled over the project duration during which the project team will review deliverables and discuss project issues.

CONSULTANT will manage the efforts of its project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, monitor budget and schedule, and otherwise direct the progress of the work.

As part of project administration, CONSULTANT will:

- Communicate with the COUNTY through a single point of contact.
- The project schedule will be created and updated in MS Project. The initial detailed project schedule will be reviewed by the COUNTY before proceeding with the Scope of Services. The schedule shall begin based on the date on the Notice to Proceed.
- Implement and adhere to internal quality control and quality assurance procedures and also ensure all work performed by subconsultants and subcontractors meets these quality control and quality assurance procedures prior to issuance of all deliverables.

Subtask 3.2 Design Documents for Sanitary Sewer Rehabilitation Projects

CONSULTANT will prepare Contract Documents for the COUNTY for advertisement for bids for the agreed upon sewer system repairs and rehabilitation measures.

This Scope of Services assumes that design drawings and specifications for sewer lining and MH repair will be developed for up to 90,000 total linear feet (estimated as 30 percent of the 300,000 linear feet of sanitary sewer CCTV'd in Subtask 2.3), and provided in two (2) bid packages.

Subtask 3.2.1 Draft Design Drawings for SSES Projects

CONSULTANT will develop 90 percent design drawings for sewer rehabilitation projects which will be created and submitted as GIS-based drawings with the following sheets:

1. Cover Sheet, Project Name, Vicinity Map
2. General Notes, Sheet Index, Legend
3. Civil (Sewer Rehabilitation) Sheets - The plan sheets (24-inch by 36-inch) will contain a plan view for sewer rehabilitation at a scale suitable and tiled appropriately to show the extents of the work with an aerial background and be sufficiently detailed to permit determination of field locations for each repair. Lots and streets will be labeled for field identification. The sheets will contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of laterals, and manhole rehabilitation method. Profile sheets will not be provided.
4. Standard Sewer Installation and Restoration Details.

Subtask 3.2.2 Draft Specifications and Draft Contract Documents

CONSULTANT will develop 90 percent technical specifications using the COUNTY's approved Standard Base Specifications and Contract Documents for the sanitary sewer rehabilitation projects, modified for the level of detail of this project. The CONSULTANT will modify the technical information of these base documents and provide:

1. Bid forms to be incorporated into the COUNTY's standard proposal section
2. Special Provisions and Sequence of Construction (contractor performance requirements to match the level of detail shown on the drawings)
3. Contract Exhibits: scope of the work, site drawings, reports, and other background information
4. Quality assurance testing necessary for the project
5. Technical Specifications Sections (modified as necessary for each project) including, but not limited to:
 - Temporary erosion and sediment control
 - Preconditioning of sewers and manholes
 - Flow bypass and diversion pumping
 - Seals
 - Cured-in-place pipe lining of existing sewer mains
 - Point Repairs
 - Restoration
 - Utility and private service line repairs

- Manhole interior rehabilitation
- New or replacement manhole construction

Subtask 3.2.3 Final Contract Documents

CONSULTANT will submit the pre-final drawings and specifications to an internal technical review committee at the 90 percent completion milestone. The CONSULTANT's quality review committee consists of technical staff knowledgeable on the type of work designed and independent from the specific project. Following the internal technical reviews, CONSULTANT will provide 90 percent construction documents to the COUNTY for review and comment. The CONSULTANT will prepare and submit an opinion of probable cost based on the construction documents and submit the cost estimates for review. CONSULTANT will incorporate COUNTY comments where applicable, and comment responses will be provided for comments not addressed in the design. Upon COUNTY approval, these documents will be finalized and will be considered the 100 percent bid documents.

Subtask 3.2.4 Permitting

After the County's review of 90% completion level of the design documents, CONSULTANT will prepare permit applications as required for each project to pertinent regulating agencies limited to:

- Palm Beach County Water Utilities Department (for modification of sanitary sewer system)
- Palm Beach County Engineering Department (for construction within their right-of-way)
- Florida Department of Transportation (for construction within their right-of-way excluding I-95 and Turnpike)
- Affected Municipalities (for construction within their right-of-way)
- Special Districts (for construction within their right-of-way or jurisdictions)

A blanket Palm Beach County Roadway Production Division permit, and Engineering and Public Works Permit is assumed in this scope. Standard maintenance of traffic control (MOT) details will be included in the design documents for the Contractor to develop and submit its detailed traffic control plans for the work.

Subtask 3.3 Bid Phase Assistance

This project will be bid as two separate construction packages. The CONSULTANT will perform the following services during the bidding phases for both projects:

- Conduct a pre-bid meeting, site visit, and draft meeting minutes for COUNTY to issue to all plan holders.
- Respond to questions bidders may have concerning the bid documents and draft addenda for the COUNTY to issue to all plan holders as necessary to clarify the bid documents.
- Attend the bid opening and prepare the bid tabulation form.
- Evaluate bids and prepare a recommendation of award.

TASK 4 - ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT will be responsible for performing 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.

ALLOWANCE ITEMS**Supplemental Survey/Geotechnical Services**

The CONSULTANT will provide miscellaneous surveying-related and geotechnical services not addressed earlier in the scope of work as authorized by the COUNTY throughout the duration of the project. These services may include, but are not limited to: Easement Research, Title Searches, Preparation of Sketches and Legal Descriptions, Subsurface Utility Exploration (SUE), Soft Digs, Ground Penetrating Radar (GPR), and Survey for Missing Infrastructure identified during the SSES and Inspections. THE CONSULTANT will advise the County when specific services are needed and the COUNTY will authorize the services and use of the allowance at the CONSULTANT's proposed costs before CONSULTANT commences work.

Maintenance of Traffic

The CONSULTANT will provide the services of a Maintenance of Traffic (MOT) firm to provide turnkey MOT plans, permits, and equipment and labor and as required for CONSULTANT's work in rights-of-way where these services are either required or warranted by safety. THE CONSULTANT will advise the County when specific services are needed and the COUNTY will authorize the services and use of the allowance at the CONSULTANT's proposed costs before CONSULTANT commences work.

Public Awareness Program Assistance

CONSULTANT will assist the COUNTY with public awareness activities at the request of the COUNTY throughout Tasks 1, 2 and 3. Services will include, but are not limited to, planning, brochures and electronic media, public meetings, and other similar tasks. The COUNTY will be responsible for enforcing its Public Relations Plan during the construction phase. The COUNTY will provide approval of use of the allowance at the CONSULTANT's proposed costs before CONSULTANT commences work.

DATA OR ASSISTANCE TO BE PROVIDED BY THE COUNTY

- Provide input for pipe service life, identification of critical system customers, provide pipe failure and maintenance information as available.
- Provide requested data gathering and GIS database manipulations, data population or extraction which is not addressed within the labor effort of Task 1 for the CONSULTANT.
- Provide the final, approved base specifications and design details to be used for this project in MSWord and AutoCAD format.
- Provide the final, approved data transfer specifications and protocol in MS Word format.
- Provide recent bid tabs for sewer rehabilitation and assessment projects in MS Excel Format.
- Provide Arc GIS map and layer files, as built in pdf, and other files or pertinent information electronically as requested.
- Review deliverables in a timely manner.

- Attend meetings and assist with meeting coordination as requested.

ASSUMPTIONS

- The CONSULTANT's will use its own software for risk and prioritization analyses which will not be provided as part of this project.
- COUNTY will provide I/I data as available to be included in the analyses.
- Open-cut replacement will be evaluated as an alternative for cost-comparison purposes when applicable.
- The COUNTY will determine and track the available budget for sewer system rehabilitation and allowance items.
- Capacity and hydraulic analyses of sewers and force mains, evaluation of structural integrity of aerial crossings, and geotechnical services other than those to be provided as supplemental services are not included.
- Design Services assumptions include:
 - Each bid package will contain 95% (+/- 42,750 LF) cured in place lining and 5% (+/- 2,250 L.F.) point repair/replacement methods.
 - Service laterals will be replaced up to the property line to the existing cleanout, or the placement of a new cleanout if one does not exist up to the edge of the prescriptive easement.
 - All trenching will be "open cut" and require no special crossings or special restoration.
 - All restoration will be to existing conditions of the cut trench area and no specialty restoration or roadway design work is included.
 - Sewer pipe rehabilitations that require specialty or separate designs due to site conditions beyond that covered in the standard contractor performance specifications (such as inverted siphons, conflict structures, specialty equipment for inaccessible areas) shall be negotiated separately.
 - Dewatering, geotechnical exploration, utility location, survey, permitting, CCTV confirmation, and associated exhibits will be performed by the Contractor(s) as stated in the performance specifications for the rehabilitations.
 - Storm water NPDES permit is not required. The CONSULTANT will estimate the area of disturbance and will notify the COUNTY if the area of disturbance is found to be over the 1 acre criteria.
 - Wetland delineation, wetland or stream mitigation work is not included.
 - Railroad encroachment permits or SFWMD permits are not included.
 - According to the consultant team's preliminary research and discussions with Palm Beach County Health Department (FDEP agency), the scope of this work is considered exempt from wastewater permitting as long as the repaired or replaced pipes remain the same size as the existing pipes, and no FDEP/PBCHD permit is included.

TIMES OF COMPLETION

CONSULTANT will provide the services as outlined in the above tasks upon receipt of an executed contract and a written notice to proceed from the COUNTY. The below items are in accordance with the schedule presented in Exhibit "D":

- Task 1 prioritization analyses Draft Report deliverable will be completed within six (6) months. The COUNTY will provide CONSULTANT with review comments within 14 calendar days of receipt of deliverables. The final Technical Memorandum will be provided within 4 weeks of the receipt of review comments.
- Task 2 field work will commence upon the COUNTY's acceptance of the inspection field plan and will require approximately seven (7) months to complete the field work dependent upon the accuracy of the COUNTY's record documents and the extent of additional survey required. The draft report will be submitted within four weeks of the field work completion. The COUNTY will provide CONSULTANT with review comments within 14 calendar days of receipt of deliverables. The final Report will be provided within 2 weeks of the receipt of review comments.
- Task 3 design will commence upon the COUNTY's acceptance of the Task 2 Summary Report or before as authorized. Sanitary Sewer Rehabilitation design packages are anticipated to take approximately four (4) months for each package including review time to be followed by COUNTY procurement.
- The Permitting, Bidding, and Construction phases are not within the control of the CONSULTANT. Assistance for these tasks may proceed throughout the term of the Contract. Anticipated durations are provided for these phases on Exhibit "D".

EXHIBIT A-1

C SOLUTIONS SCOPE OF WORK

C Solutions Scope of Services
CDM Smith
Palm Beach County Utilities Department
Professional Engineering Consulting Services for Forcemain and
Sanitary Sewer Evaluation Survey

Scope of Services

I. BACKGROUND

The Palm Beach County Water Utilities Department (COUNTY) owns and operates a wastewater collection system consisting of approximately 1,250 miles of gravity sewer pipe ranging from 4- to 30-inches in diameter, 650 miles of force main ranging in size from 2- to 66-inches in diameter, 762 wastewater pump stations, and 10 Master Pump Stations. Much of the utility infrastructure is aging and in need of rehabilitation. In order to continue to provide high satisfaction to its customers and minimize service interruptions the COUNTY is taking a proactive approach toward infrastructure improvements by implementing a program to assess the extent of needed rehabilitation and replacement of the wastewater collection and transmission systems and prioritize and implement the rehabilitation and repairs. This program will identify and quantify asset risks, prioritize required condition assessments, rehabilitations, or replacement of the assets over the next 10 years.

The program will encompass four general phases as follows:

- Phase I - Sanitary Sewer and Force Main Infrastructure Criticality and Risk Assessment and Pipeline Inspection Program Development
- Phase II - Sanitary Sewer Evaluation Survey and Forcemain Condition Assessments, Rehabilitation Program Development and Prioritization of Rehabilitation and Replacement Projects
- Phase III - Engineering Design, Permitting, and Bidding Assistance
- Phase IV - Construction Phase Assistance

Palm Beach County (COUNTY) entered into an agreement entitled Contract for Engineering/ Professional Services - Palm Beach County Utilities Department Project No.: WUD 15-098 (CONTRACT) with CDM Smith (CONSULTANT) to provide engineering services for various general activities. The scope of services herein will be performed under that CONTRACT.

C Solutions, Inc. will assist the CONSULTANT in the providing the following services. All services provided by C Solutions are for assistance with Phases I and II of the program as defined above.

II. SCOPE OF SERVICES

C Solutions shall assist the CONSULTANT shall provide engineering services to conduct SSES investigations to facilities for rehabilitation.

Task 1 Project Kickoff Meeting

C Solutions shall attend a single project kick-off meeting with PBCWUD. As preparation C Solutions will attend a meeting with the CONSULTANT to prepare for the project kickoff meeting.

Task 2 Manhole Inspection (CONSULTANT Task 2.2-1)

C Solutions shall plan and inspect up to 1000 manholes as identified in the prioritized basins approved by PBCWUD and identified by the CONSULTANT. The CONSULTANT will provide C Solutions with a GIS map showing all 2000 manholes to be inspected.

PBCWUD will appoint one contact person, and one backup contact person, for coordination of activities and for specific assistance as may be required by C Solutions including:

- Identifying areas to be inspected and provide a sewer atlas showing manhole numbers
- Notify and coordinate with local police, fire and traffic authorities as required
- Assist with providing access to the work site and all right-of-ways with sufficient area for the placement of personnel and equipment, including resident coordination for access to rear-yard easements where required.
- Locate, expose and unseal (if required) any manhole designated for inspection
- Relieve system surcharging, if required, in advance of inspection activities

PBCWUD will also assist in coordinating the export of the MACP compliant database to the PBCWUD software.

2.1 Develop Work Plan

The CONSULTANT will submit a MH inspection plan for the project areas identified and approved by PBCWUD prior to proceeding with the manhole inspections. The final draft of the MH inspection plan will be reviewed by C Solutions and comments provided to the CONSULTANT prior to submittal to PBCWUD for approval. From the 2000 manholes selected by the CONSULTANT for inspection, C Solutions will select the 1000 manholes to be inspected by each field crew and assign the list of basins for inspection to each field inspection team. Manhole inspections will be performed to evaluate the general condition of the system, identify specific defects or problems, and determine manhole rehabilitation recommendations, and verify the accuracy of the available mapping and to provide an opportunity for the mapping to be updated to reflect actual field conditions.

2.2 Perform Manhole Inspections

C Solutions will conduct field inspections of up to 1000 manholes in pre-approved priority areas, pursuant to National Association of Sewer Service Companies (NASSCO) guidelines under the Manhole Assessment and Certification Program (MACP).

Information from field inspections will ultimately be stored in the PBCWUD's existing GraniteNet data management system. To facilitate this, during the course of the project, C Solutions shall store and manage the data in accordance with the Granite Net protocol and data transfer specifications. At the

conclusion of the project, all data shall be submitted in a digital format to the CONSULTANT for delivery to PBCWUD.

The following sub-tasks will be performed by the CONSULTANT:

- C Solutions will conduct a Level 2 inspection of up to 1000 manholes in priority areas, pursuant to National Association of Sewer Service Companies (NASSCO) guidelines under the Manhole Assessment and Certification Program (MACP). Whereas the level 1 inspection provides basic condition assessment information to evaluate the general condition of a manhole, the purpose of the level 2 inspection is to gather detailed information to fully document all defects, determine condition of the manhole, and provide the specific information needed to recommend corrective action.
- C Solutions will collect the following optional Level 2 fields in addition to the required Level 2 fields:
 - Field 3 – Owner.
 - Field 5 – Drainage Area.
 - Field 9 – Time.
 - Field 31 – Northing.
 - Field 32 – Easting.
 - Field 33 – Elevation.
 - Field 34 – Coordinate System.

C Solutions will provide the following deliverables:

- C Solutions will deliver the manhole inspection data in a digital format that is in accordance with the Granite Net protocol and data transfer specifications.
- C Solutions will prepare and update on a monthly basis during manhole inspection field activities an easement/property issue tracking spreadsheet for inspected areas noted during field work defining those areas of potential concern for access, repair, and tree/fence/shed/other structure removal.

Task 3 Project Management / Meetings

C Solutions shall provide management of the aforementioned services for the duration of the C Solutions portion of the project and attend a total of four meetings at the PBCWUD or CONSULTANT Offices. These meetings are in addition to the kickoff meeting in Task 1.

III. ASSUMPTIONS

The Scope of Work described herein is based upon the following assumptions:

- No field flow monitoring will be performed to ascertain priority SSES basins
- PBCWUD will coordinate access to all facilities and provide staff to open sealed sanitary sewer manholes as required by C Solutions
- All manhole lids will be unsealed and capable of being removed with manhole cover hook
- Maintenance of traffic (MOT) for manhole inspection services will be provided by others. C Solutions is scoped to provide no MOT services and will be provided safe access to manholes at arrival and will not be delayed for MOT setup.
- Level 2 manhole inspections are limited to the inspection of 1000 manholes grouped into prioritized collection basins. It is assumed that the 1000 manholes will be selected for inspection on a basin basis (inspection of a group of manholes comprising an entire collection basin).
- NASSCO MACP certified personnel will be part of the inspection team for the performance of level 2 manhole inspections.
- No smoke testing will be performed.
- It is assumed that data filed inspection data is being collected to comply with version 6.0.1 of the NASSCO PACP / LACP / MACP protocol.
- No public relations services are being provided by C Solutions.
- C Solutions is not providing licensed surveying services. GPS accuracy will be as achievable under field conditions using a Trimble Geo 7X. This could be +- 6-inches.

IV. SCHEDULE

The Notice to Proceed (NTP) defines the official commencement of C Solutions contract. For manhole inspections, special Task Authorization will be provided to initiate the task. C Solutions will be in receipt of the approved list of manholes to be inspected prior to such Task Authorization (Task 1). C Solutions shall have an approved manhole inspection work plan and have received written authorization to proceed with field work from both PBCWUD and the CONSULTANT prior to the initiate of Task 1.1. The following schedule is based on days from a previous benchmark. All days are defined as calendar days.

Task Description	Scheduled Completion (Days from stated benchmark)	
Task 1 – Project Kickoff Meeting	14	NTP
Task 2.1 – Manhole Inspection Field Plan Coordination	14	Delivery of Final Draft Work Plan
Task 2.2 - Manhole Inspection	140	Approval of Work Plan (Task 5.1)
Task 3 - Project Management	160	Task 5.1

V. PROPOSED COMPENSATION

C Solutions shall perform the services defined in this scope of work for a lump sum fee of \$244,657. Invoices will be submitted to the CONSULTANT monthly and define the percent complete with each of the below tasks.

Task Description	Not to Exceed Amount
Task 1 - Project Kickoff Meetings	\$2,060
Task 2.2 - Manhole Inspection Field Plan Coordination	\$7,800
Task 2.2 - Manhole Inspection	\$176,114
Task 3 – Project Management	\$10,197
Other Direct Cost (ODCs)	\$48,486
TOTAL	\$244,657

EXHIBIT A-2

KESHAVARZ & ASSOCIATES



CDM Smith (Client)
621 NW 53rd Street, Suite 265
Boca Raton, FL 33487

June 24th, 2016

Project No. 16-1105

Attention: Jonathan Z. Goldman, PE, BCEE, Associate (Project Manager)

Reference: WUD CD07: SSES (Project)

Dear Mr. Goldman:

Based upon your request and with utmost pleasure, we are presenting you with this proposal for the selected services assigned by you associated with the subject project.

This entire document has been prepared in reliance on and is intended to reference the overall project scope written by Client for the Project and titled "Exhibit 'A', Consultant Task Authorization Palm Beach County, Florida (County), Project No. WUD 15-098, Professional Engineering Consulting Services for Forcemain and Sanitary Sewer Evaluation Survey, Engineering Design, and Construction Services" dated June 23rd, 2016 and attached herewith as Exhibit 'A'.

SCOPE OF SERVICES

This scope of services is intended to outline Keshavarz & Associates, Inc.'s (Consultant's) contributions as a team member towards the Client's overall scope in connection with the above referenced project. Consultant's services throughout this project having been selected and assigned by you are to be performed under the auspices of the Client. Consultant's point of contact is Client's designated Project Manager or it's designee. Consultant's direct communication with County can occur upon notification and information of Client except in the event of emergencies or force majeure. County can directly communicate with Consultant if deemed necessary, however, Consultant will have the responsibility to inform the Client of such communication, it's subject matter and content within a reasonable period of time.

More specifically, Client's scope is the provision of engineering services to prepare the three phase sanitary sewer infrastructure criticality and risk assessment, oversee and perform field investigations for condition assessment of the pipelines, develop project prioritizations, perform the design of the required rehabilitation and repairs and provide assistance to County during the construction phase.

In general and as explained below in detail, at this stage the Consultant's assigned roles in the context of the above Client scope include general coordination and review of reports, manhole inspection, Land Surveying, Civil Engineering Design and Permitting Services.

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The following is a detailed description of the services:

PHASE I

TASK 1 – EXISTING DATA REVIEW, ASSET ASSESSMENT CRITERIA WORKSHOP, INFRASTRUCTURE RISK ANALYSIS AND ASSET PRIORITIZATION

Subtask 1.1 – Phase I Project Meetings

Consultant shall attend a project kick-off meeting and progress meetings with Client, key County Program Management, Engineering, and Operations Staff representatives. The kick-off meeting will provide an overview of the scope of services, discussion of the project schedules and deadlines and involvement of County staff throughout the project, discussion of available data sources and factors. Client shall chair and prepare minutes and action items resulting from the meetings. It is estimated that this will include one (1) eight (8) hour kick-off meeting, and up to four (4) three (3) hour monthly progress meetings.

PHASE II

TASK 2 - SANITARY SEWER SYSTEM CONDITION ASSESSMENT

Subtask 2.1 – Phase II Project Meetings, Project Management and Quality Control

Consultant shall attend a project kick-off meeting and periodic progress meetings with Client, key County Program Management, Engineering, and Operations Staff representatives. The kick-off meeting which is anticipated to be no more than eight (8) hours will provide an overview of the scope of services, discussion of the project schedules and deadlines and involvement of County staff throughout the project, discussion of available data sources and factors. Client shall chair and prepare minutes and action items resulting from the meetings. It is estimated that this task will also include six (6) monthly progress meetings, each at no more than four (4) hours.

The Client maintains a program of Quality Control (QC) on all of its projects. Quality review meetings will be scheduled over the project duration which the project team, including the Consultant, will be required to review submittals and discuss project issues. Consultant will manage the efforts of it's project team members and sub-consultants, assign manpower, delegate responsibilities, review work progress, coordinate and correspond with Client, monitor budget and schedule and generally monitor the progress of it's part of the work.

Subtask 2.2 – Inspection Field Plan Review and Pre-Mobilization Meeting

The Consultant will review the Field Inspection Plan produced by Client for the CCTV work of the identified system assets containing the health and safety plan, field communications plan, data transfer protocol and coordination of the work. Consultant shall attend a pre-mobilization meeting in the field with Client and others to discuss the upcoming activities. This meeting shall take no longer than four (4) hours.



Subtask 2.3 – Sanitary Sewer System Assessments Results Analysis

The sanitary sewer assessment to be conducted as a part of this project shall be done by Consultant and others and will include manhole survey, manhole inspection, zoom camera inspection where/if applicable, CCTV, and lateral inspections within the project areas identified in Subtask 1.7 of the scope produced for the entire project by Client. Consultant's responsibility is limited to inspecting 1000 manholes only.

For purposes of this scope, the extent or quantity of the field inspections for the entire project shall be limited to the quantities estimated below:

<u>ASSET</u>	<u>DESCRIPTION</u>	<u>QUANTITY/UNITS</u>
Manholes	MACP Level 2 inspection and survey	2,000 Each
Sanitary Sewers	CCTV of gravity pipe less than 18-inches in diameter	300,000 L.F.
Laterals	CCTV Inspections along route of sanitary sewer CCTV	200 Each

2.3.0 Easement / Property Issue Tracking:

The Consultant will prepare and update on a monthly basis an easement / property issue tracking spreadsheet for the inspected areas noted during the field work defining those areas of potential concern for access, repair, and tree/fence/shed/other structure removal. The fees associated with this task will be applied to the "Supplement Survey Services" allowance (2.6).

2.3.1 Sewer System Manhole Inspection:

Client shall select 1000 manholes from the County's scope of inspection and assign to Consultant. Reasonable efforts should be expended to keep these manholes geographically close to each other. The Consultant will review a manhole inspection plan prepared by Client for the 1000 manholes in the project areas identified in Client's proposal, Subtask 1.7, to the County for familiarity and preparation to implement same prior to proceeding with the manhole inspections. Manhole inspections for 1000 manholes in residential areas will be performed to evaluate the general condition of the system, identify specific defects or problems, and determine, together with Client, manhole rehabilitation recommendations, and note major deviations observable with naked eye from the County's available mapping, and to provide an opportunity for the mapping to be updated to reflect actual field conditions. If surveying services become necessary for this process, the time will be charged towards the Supplemental Survey Services allowance (2.6). It should be noted that identification of any deviations between actual field conditions and County's records is not the main objective, but an incidental by product of Consultant's activities and therefore prioritized and executed by Consultant as such. Inspection crews will locate, open, survey, and visually inspect manholes in the project areas. Only manholes that have readily removable lids will be opened. No mechanically powered tools will be utilized.



The condition of the manholes will be assessed to NASSCO MACP Level 2 inspection standards and an inspection report will be completed in accordance with the requirements set forth in the specifications. In addition to the NASSCO MACP Level 2 inspection the following series of photographs shall be taken and linked to the MACP file:

- Area Photograph – A photograph shall be taken of the manhole cover showing location within the roadway, shoulder or easement as appropriate. Photographs shall be taken of any indications of previous overflows such as water marks and paper or other debris typical of sewer overflows. Surface photographs shall be oriented in the direction of the outgoing pipe to show the pipeline cover and easement condition. The area photographs should show the manhole visible in the foreground where possible. A minimum of one area photo is required.
- Internal Photograph – Take a photograph of the manhole interior in plan view showing the general arrangement of the incoming and outgoing sewers, manhole walls and other components. The internal condition photograph shall be oriented with the direction of the outgoing main line flow at the bottom of the photograph (6:00 position). A minimum of one internal photograph is required.
- Manhole Defect Photographs – During manhole inspections digital photographs shall be taken of all defects. Photographs must clearly and accurately show each defect and correspond to defects on the report. A minimum of one photo for each observed defect is required.

Individual manholes that cannot be found within 15 minutes will be sent to the Client through the Client's project manager for assistance in locating these manholes. A GIS map will be created of the manholes that could not be found and will be provided to the Client. If manholes in the areas of the scope of services are suspected to be owned by an entity other than the County, field work will stop in this area and the Client/County will coordinate on how to proceed. MOT for manhole inspections non-residential or major roadway areas, as well as those in residential areas where MOT is required, will use an MOT allowance as funding is available. This funding source is not included in the Consultant's proposal.

A manhole survey will be performed on each manhole to obtain x, y coordinates, rim elevation, manhole invert elevation, and the invert elevation and size verification of all pipes entering and leaving the manhole. The Consultant shall obtain the northing and easting of each structure in the NAD83 Florida State Planes coordinate system, East Zone. The vertical datum of the rim elevations will be acquired per Client's choice and shall be determined prior to the data acquisition. The Consultant shall utilize a Global Positioning System (GPS), equivalent with a Trimble Geo 7X, to locate the manholes horizontally and vertically with the expected deviations to be within 0.00' +/- 0.12' of horizontal and 0.00' +/- 0.25' of vertical distance. Consultant will begin and end each session of GPS data acquisition by re-tying the closest control point/benchmark in order to gauge vertical deviations and manually adjust those deviations associated with the GPS collected point based on the average difference between the published value of the control/benchmark and the re-tied value. Approximate invert elevations will be acquired by measure downs, and sewer pipe diameter estimation will be acquired at each manhole location for up to four inverts. Manhole survey services includes MOT as necessary.



Upon completion of manhole inspections and manhole surveys, a list of manholes that were not found will be provided to the County along with the reasoning. This list will support the removal of manholes that were found to not exist from the GIS database, or to help direct the CCTV either during design or construction (depending on the criticality and other factors) to find manholes that could not be found for other reasons (such as deep burial) to make the mapping as complete as possible.

Since the actual locations of the manholes that will need to be inspected are unknown at this time, this proposal is based upon the following conditions. In the event that the actual conditions vary, the Consultant reserves the right to renegotiate the associated fees.

- It is assumed that there will be five (5) project areas each comprising 200 manholes each that will be assigned to Consultant
- In the event, due to spacing of the manholes or other factors outside of the control of the Consultant, that the field manhole inspections takes longer than twenty (20) working days per project area (200 manholes), field services to complete that project area will be billed towards the miscellaneous surveying services section of this proposal.

2.3.2 Sanitary Sewer CCTV Monitoring / Administration Services:

Consultant will coordinate with the CCTV contractor during the course of their field services. This task shall include attendance of weekly meetings in the field to discuss the work plan for the week, schedule, progress and maintain spreadsheet of any CCTV contractor issues noted. Additionally, Consultant shall maintain, weekly, a GIS map of CCTV contractor progress depicting the planned tasks, in progress, and completed tasks. Additionally, Consultant shall perform a random site visit once per week to report progress vs plan.

Consultant shall coordinate the transmittal of videos from CCTV contractor to Client and maintain a running log of deliverables. This task shall include Consultant's efforts to open each file and test for view-ability, coordinate with CCTV contractor to correct any labeling of areas and stationing, etc., and return and track resubmittals.

Subtask 2.5 – Prioritization, Repair Recommendations, and Preliminary Design Report

Consultant shall review the prioritization, repair recommendations and the "Preliminary Design Report" (PDR) produced by Client and provide written comments, if any, to Client. Consultant shall attend a meeting (no longer than 4 hours) with Client and County to review the draft PDR.

Consultant will assist the Client if necessary to provide the initial easement/property issue tracking data as an Appendix to the report.



Subtask 2.6 – Supplemental Survey Services

The Consultant shall perform miscellaneous surveying services at the request of the Client throughout the duration of this program. These services shall include, but may not be limited to:

- Easement Research / Title Searches
- Preparation of Sketches and Legal Descriptions
- Subsurface Utility Exploration (SUE)
 - Soft Digs
 - Ground Penetrating Radar (GPR)
- Surveying for Missing Infrastructure identified during the SSES and Inspections

Since these services cannot be identified or reasonably assumed at this time, these services will be conducted on an hourly basis as needed and will be billed towards this budgeted line item. In the event that the requested Supplemental Surveying services reaches 80% of the allocated budget, the Client will be notified. The Client and the Consultant shall determine at this stage whether or not more budget would be necessary to finalize the project.

- Title Searches shall be performed on a per case basis. The cost per occurrence would vary between \$385 - \$520
- Soft Digs / potholes cost \$300 each, a minimum of 5 soft digs shall be conducted per work request.
- GPR scanning shall cost \$1,250 per day, minimum of 1 day shall be conducted per request.

The remaining services, including the necessary coordination for the above tasks, shall be conducted in accordance to our hourly rate schedule Attached as Exhibit 'B'.

TASK 3 - DESIGN PHASE SERVICES

Upon completion of the inventory and condition assessment (by others) and the County's approval of the rehabilitation recommendations and budget, the Client shall authorize the Consultant to implement the repair and rehabilitation as approved by County and outlined in the PDR.

Consultant will be given the field data acquired by it's forces and others in the form of the PDR including the "GeoData Base" containing the results of the assessment analysis and repair recommendations.

Subtask 3.1 – Phase III Project Meetings, Project Management and Quality Control

Consultant shall attend a project kick-off meeting and periodic progress meetings with Client, key County Program Management, Engineering, and Operations Staff representatives. The kick-off meeting will provide an overview of the scope of services, discussion of the project schedules and deadlines and involvement of County staff throughout the project, discussion of available data sources and factors. Client shall chair and prepare minutes and action items resulting from the meetings. It is estimated that this will include *one (1) eight (8) hour kick-off meeting, and four (4) monthly progress meetings at four (4) hours each, attended by the Consultant Project Manager every time and a Project Engineer in three (3) meetings for the duration of Phase III.*



The Client maintains a program of Quality Control (QC) on all of its projects. Meetings will be scheduled over the project duration which the project team, including the Consultant, will be required to review submittals and discuss project issues. *A total of six (6) QC meetings are anticipated, each lasting no more than four (4) hours attended by the Consultant's Project Manager (all meetings) and a Project Engineering (3 meetings).*

Subtask 3.2 - Design Documents for Sanitary Sewer Rehabilitation Projects

Consultant, under the auspices of Client, will prepare contract documents for the County in order for advertisement for bids for the agreed upon sewer system repairs and rehabilitation measures mentioned above.

3.2.1 Design Drawings

Consultant will develop 90 percent design drawings for sewer rehabilitation projects which will be created and submitted as GIS- based drawings with the following:

1. Cover Sheet, Project Name, Vicinity Map
2. General Notes, Sheet Index, Legend
3. Civil (Sewer Rehabilitation) Sheets - The plan sheets (24-inch by 36-inch) will contain a plan view for sewer rehabilitation at a horizontal scale of one inch equals 200 feet with an aerial background and be sufficiently detailed to permit determination of field conditions for each repair. Houses and streets shall be labeled for better field identification. The sheets shall also contain tables of applicable information such as pipeline rehabilitation method, diameter, material, stationing of point repairs, stationing of laterals, and manhole rehabilitation method. This Scope of Service assumes that profile sheets will not be required. At the explicit direction of County and Client, the "Design Drawings" will be produced such that the customary exploration of existing condition efforts performed by Consultant prior to and during the design process will be eliminated from this scope, delayed and relegated to the chosen contractor as a part of their services. Project specifications and contract documents will have the necessary language requiring these services by the Contractor. The drawings will be reproducible in black and white without the need for color to distinguish information shown on the drawings.

This Scope of Services assumes that design drawings and specifications for sewer lining and MH repair will be developed for 90,000 total linear feet (estimated as 30 percent of the 300,000 linear feet of sanitary sewer CCTV'd in Subtask 2.2), and provided in up to two bid packages.

- It is assumed that each bid package would cover approximately 45,000 LF of gravity sewer with the total length of both bid packages not to exceed 90,000 L.F.
- It is assumed that all sewer rehabilitation will be size on size requiring no modeling or hydraulic analysis of the system.
- It is assumed that all trenching will be "open cut" requiring no special crossings. All restoration is assumed to be "open cut". No specialty restoration or roadway design work is anticipated.
- It is assumed that the pipes affected by this task are no deeper than twenty feet (20').



- It is assumed that dewatering, permitting and associated exhibits, if required, will be done by others.
- It is assumed that no topographic survey, geotechnical exploration, subsurface utility exploration or utility coordination will be required for the spot repairs;
- Title searches and preparation of sketch and legal descriptions are not included; those services, if required, will be performed and billed as time and expense under the Supplemental Survey Services section of this proposal.

4. Standard Sewer and Installation Details – The design drawings shall include PBCWUD standard sanitary sewer rehabilitation and installation details as well as applicable road restoration details as required by the governing regulatory agency.

3.2.2 Specifications and Contract Documents

Consultant will develop 90 percent specifications from the Standard Base Specifications and Contract Documents for the sanitary sewer rehabilitation projects (with any approved modifications from Subtask 1.3) and will be provided by the County. The Consultant will modify the base documents and provide:

1. Bid forms to be incorporated into the County's standard proposal section
2. Special Provisions and Sequence of Construction (contractor performance requirements to match the level of detail shown on the drawings)
3. Contract Exhibits: scope of work, site drawings, reports and other background information
4. Technical Specifications Sections (modified as necessary for each project) including but not limited to:
 - _ Temporary erosion and sediment control
 - _ Preconditioning of sewers and manholes
 - _ Flow bypass and diversion pumping
 - _ Seals
 - _ Cured-in-place pipe lining of existing sewer mains
 - _ Point Repairs
 - _ Utility and private service line repairs
 - _ Manhole interior rehabilitation
 - _ New or replacement manhole construction
 - _ Pipe bursting



3.2.3 Quality Technical Review by Client and County Review Submittal

Consultant shall have all progress drawings and specifications submitted to Client for an internal technical review committee at the 90 percent completion milestone. The Client's quality review committee consists of technical staff knowledgeable on the type of work designed and independent from the specific project. Following the internal technical reviews by Client, design modifications shall be made by the Consultant to finalize the 90 percent deliverables.

3.2.4 Final Contract Documents

Consultant will provide 90 percent construction documents to the Client for submittal to the County for review and comment. The Consultant will prepare detailed opinions of probable cost based on the construction documents and submit the cost estimates to the Client with the 90 percent and final design milestones. Design modifications will incorporate County comments where applicable, and comment responses will be provided for all comments not addressed in the design. Upon County approval, these documents shall be finalized and will be considered the 100 percent bid documents. This scope assumes two sets of design and construction documents will be delivered for each submittal. Electronic copies of the final contract documents will be delivered in AutoCAD, G.I.S. and PDF format unless specified otherwise.

Consultant shall include and inform Client of all correspondence between Consultant and County.

3.2.5 Permitting

Consultant will prepare permit applications for each project, two total. This scope assumes that a blanket [Palm Beach County Roadway Production Division and an Engineering and Public Works Permit] will be required for each design package. It is assumed that standard maintenance of traffic control details will be included in the design documents and that the Contractor will be developing detailed traffic control plans. The Consultant shall estimate the size of the area of disturbance and must notify the County immediately if the area of disturbance is found to be over 1 acre. It is assumed that a storm water NPDES permit is not required. Wetland delineation, wetland or stream mitigation work is also not included. This Scope of Services does not include railroad encroachment permits or SFWMD permits.

Consultant will, after the County's review and approval of 90% completion level of its documents by Client, or before it if deemed necessary and approved by Client, begin submittals of permit applications to pertinent regulating agencies to include and be limited to:

- Palm Beach County Water Utilities Department (County)
- Palm Beach County Engineering Department (for construction within their right-of-way)
- Florida Department of Transportation (for construction within their right-of-way excluding I-95 and Turnpike)
- Affected Municipalities (for construction within their right-of-way)
- Special Districts (for construction within their right-of-way or jurisdictions)



Note: According to Consultant's preliminary research and discussions with Palm Beach County Health Department (FDEP agency), the scope of this task is considered exempt from permitting as long as the repaired or replaced pipes remain the same size as the existing pipes.

Subtask 3.3 - Bid Phase Assistance

County will provide the front end documents for the bid (contract, general conditions, invitation to bid, instructions to bidders, bond requirements, etc.) advertise, print, sell, and maintain the bidders list for the construction projects of the sewer system repairs and rehabilitations. This project will be bid as two separate construction packages. The Consultant and Client, together, will perform the following services during the bidding or negotiating phases for both projects:

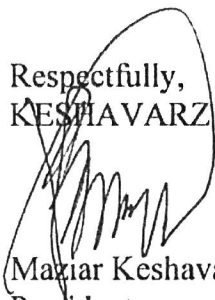
- Generate the bid tab and assemble technical specifications for the bid.
- Review the front end documents provided by the County.
- Conduct a pre-bid meeting, site visit, and draft meeting minutes for County to issue to all plan holders.
- Respond to questions bidders may have concerning the bid documents and draft addenda for the County, through the Client, as necessary to clarify the bid documents.
- Attend the bid opening and prepare the bid tabulation form.
- Evaluate bids and prepare a recommendation of award.

Subtask 3.4 – Public Awareness Program

Consultant will assist the Client and County with public awareness activities for the pending construction projects including but not limited to participation in planning, review of brochures and electronic media, attend up to three (3) public meetings, and other similar tasks. It is assumed that all exhibits will be prepared by others. The County will be responsible for implementing its Public Relations Plan during the construction phase.

We certainly appreciate the opportunity to present you with this proposal. We will do our best to be an effective member of your team of professionals.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.


Maziar Keshavarz, P.E.
President

711 N Dixie Highway, Suite 201 • West Palm Beach, FL 33401 • 561-689-8600 • www.keshavarz.com



EXHIBIT 'B'

**TIME & EXPENSE RATES
PBCWUD
CD07
WUD 15-098**

Principal (P.E.)	\$175.00 per hour
Senior Project Manager (P.E.)	175.00 per hour
Senior Project Engineer (P.E.)	130.00 per hour
Project Engineer	100.00 per hour
Senior Field Engineering Representative/Liaison	110.00 per hour
Field Engineering Representative/Liaison	90.00 per hour
Principal Surveyor (P.S.M.)	130.00 per hour
Professional Surveyor (P.S.M.)	120.00 per hour
Project Surveyor	80.00 per hour
Survey Crew	145.00 per hour
Senior Engineering Technician/CADD	82.00 per hour
Senior Surveying Technician/CADD	82.00 per hour
Regulatory Liaison	75.00 per hour
Administrator	75.00 per hour
Bond Copies/Black line/Blueprints	2.50 each
Plot Media	10.00 each
CAD Drawing Files/Digital Transmission	50.00 each
Mileage	0.50 per mile
Deliveries	40.00 each
Other Supplies	Cost plus 20%

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<i>Professional Engineering Consulting Services for Forcemain and Sanitary Sewer Evaluation Survey, Engineering Design and Construction Services</i>	<i>Senior Project Manager \$/hr</i>	<i>Project Engineer \$/hr</i>	<i>Engr/ Surv CAD Tech \$/hr</i>	<i>Const Project Manager \$/hr</i>	<i>Senior PSM \$/HR</i>	<i>Survey Crew \$/hr</i>	<i>Inspection Crew \$/hr</i>	<i>Admin. \$/hr</i>	Totals by Task
	\$175.00	\$125.00	\$82.00	\$102.00	\$120.00	\$145.00	\$120.00	\$75.00	
TASK 1: EXISTING DATA REVIEW, ASSET ASSESSMENT CRITERIA WORKSHOP, INFRASTRUCTYURE RISK ANALYS AND ASSET PRIORITIZATION									\$6,800.00
1.1 Phase 1 Project Meetings, Project Management and Quality Control; Project kickoff, six monthly status meetings	20	20		0				8	\$6,600.00
Reimburseables 2% (Printing, Reproduction, Mileage, etc.)									\$200.00
TASK 2: SANITARY SEWER SYSTEM CONDITION ASSESSMENT									\$433,312.00
2.1 Phase II Project Meetings, Project Management and Quality Control	91	97		25				23	\$32,325.00
2.2 Inspection Field Plan Review and Pre-Mobilization Field Meeting	20	25	25	8				10	\$10,241.00
2.3 Sanitary Sewer System Assessments Results Analysis									
Easement / Property Issue Tracking (included in 2.6)									\$0.00
2.3.1 Sewer System Manhole Inspection 1,000 MHs	12	160					1600	40	\$217,100.00
2.3.2 Sanitary Sewer CCTV Monitoring / Administration Services	64	206	62					40	\$45,034.00
2.5 Prioritization, Repair Recommendations, Preliminary Design Report	64	32		36				16	\$20,072.00
2.6 Supplemental Survey Services Allowance (includes easement/property issue tracking)	8	40	200		40	400		20	\$87,100.00
Reimburseables (Soft Digs and Title Work)									\$12,900.00
Reimburseables 2% (Printing, Reproduction, Mileage, etc.)									\$8,540.00
TASK 3: DESIGN PHASE SERVICES									\$286,434.00
3.1 Phase III Project Meetings, Project Management, Quality Control	160	180		42				43	\$58,009.00
3.2 Design Documents for Sanitary Sewer Rehabilitation Projects									
3.2.1 Design Drawings	160	420	330					40	\$110,560.00
3.2.2 Specifications / Draft Contract Documents	24	48		24				18	\$13,998.00
3.2.3 Quality Technical Review and County Review	20	30	24					8	\$9,818.00
3.2.4 Final Contract Documents	20	30	24					8	\$9,818.00
3.2.5 Permitting	80	120	60					81	\$39,995.00
3.3 Bid Phase Assistance	32	64		67				60	\$24,934.00
3.4 Public Awareness Program Assistance	32	32		25				22.0267	\$13,802.00
Reimburseables 2% (Printing, Reproduction, Mileage, etc.)									\$5,500.00
TOTAL FEE	\$726,546.00								

CDM - Smith SSES

WUD 15-098

<i>Professional Engineering Consulting Services for Forcemain and Sanitary Sewer Evaluation Survey, Engineering Design and Construction Services</i>			Totals by Task
SUBCONSULTANTS:			
INFRAMAP CORP	Potholes @ \$300	Targeting @ \$1200/day	
Subsurface Targeting - Soft Digs	30	2.5	\$12,000.00
SOUTHEAST GUARANTY & TITLE, INC.	Platted Legal Descriptions @ \$385	Metes and Bounds Descriptions @ \$525	
Title Search and Encumbrance Reporting (anticipate 2 properties)	1	1	\$910.00
TOTAL FEE	\$12,910.00		



FEE SCHEDULE WUD 15-098

TASK 1 – EXISTING DATA REVIEW, ASSET ASSESSMENT CRITERIA WORKSHOP, INFRASTRUCTURE RISK ANALYSIS AND ASSET PRIORITIZATION

Subtask 1.1 Phase 1 Project Meetings, Project Management and Quality Control	\$ 6,600.00
Reimbursables:	\$ 200.00

Task 1 Subtotal \$ 6,800.00

TASK 2 - SANITARY SEWER SYSTEM CONDITION ASSESSMENT

Subtask 2.1 Phase II Project Meetings, Project Management and Quality Control	\$ 32,325.00
Subtask 2.2 Inspection Field Plan Review and Pre-Mobilization Field Meeting	\$ 10,241.00
Subtask 2.3 Sanitary Sewer System Assessments Results Analysis	\$ 262,134.00
Easement / Property Issue Tracking (included in 2.6)	
2.3.1 Sewer System Manhole Inspection	\$ 217,100.00
2.3.2 Sanitary Sewer CCTV Monitoring / Administration Services	\$ 45,034.00
Subtask 2.5 Prioritization, Repair Recommendations, Preliminary Design Report	\$ 20,072.00
Subtask 2.6 Supplemental Survey Services Allowance	\$ 100,000.00
Reimbursables:	\$ 8,540.00

Task 2 Subtotal \$ 433,312.00



**FEE SCHEDULE
WUD 15-098**

TASK 3 – DESIGN PHASE SERVICES

Subtask 3.1	Phase III Project Meetings, Project Management, Quality Control	\$ 58,009.00
Subtask 3.2	Design Documents for Sanitary Sewer Rehabilitation Projects	\$ 184,189.00
3.2.1	Design Drawings	\$ 110,560.00
3.2.2	Specifications / Draft Contract Documents	\$ 13,998.00
3.2.3	Quality Technical Review and County Review	\$ 9,818.00
3.2.4	Final Contract Documents	\$ 9,818.00
3.2.5	Permitting	\$ 39,995.00
Subtask 3.3	Bid Phase Assistance	\$ 24,934.00
Subtask 3.4	Public Awareness Program Assistance	\$ 13,802.00
	Reimbursables:	\$ 5,500.00
<u>Task 3 Subtotal</u>		<u>\$ 286,434.00</u>

TOTAL \$ 726,546.00



Kenneth L. Townsend
President

June 7, 2016

Keshavarz & Associates, Inc.
711 N. Dixie Highway
Suite 201
West Palm Beach, FL 33401

Re: Title Search Fees for PBCWUD – CD07: SSES

Dear Ms. Fulgenzi:

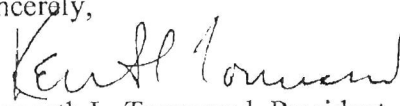
Per your request as to the above-referenced properties, we offer the following pricing structure:

1. Platted legal descriptions will be \$385.00 per Property Control Number (PCN)
2. Metes & Bounds descriptions will be \$525.00 per PCN.

These prices can be adjusted once the project is better defined.

Should you have any questions please let me know. I look forward to hearing from you.

Sincerely,


Kenneth L. Townsend, President

824 U.S. Highway 1, Suite 345, North Palm Beach, FL 33408
Phone (561) 775-9401 • Fax (561) 775-9299 • segli@bellsouth.net



June 7, 2016

Keshavarz and Associates
711 North Dixie Highway
Suite 201
West Palm Beach, Florida 33401

RE: InfraMap Corp pricing for locating underground utilities for WUD Contract SSES

To whom it may concern,

The following are prices for underground utility locating services provided (or to be provided) to Keshavarz and Associates. These prices will be maintained throughout 2016.

Test holes (also known as pot holes and/or soft digs): \$300.00 per each

Targeting: (also known as Scanning and Sweeping): Daily Rate: \$1,200.00 per day

Please contact our office with any questions you have.

Thank you,

InfraMap Corp
1860 Old Okeechobee Road
Suite 201
West Palm Beach, FL
Phone: 561-586-0790

Complete Utility Infrastructure Surveying and Mapping Since 1987

1860 Old Okeechobee Road, Unit 201 | West Palm Beach, FL 33409 | 561.586.0790 | Fax 561.586.1171 | 800.314.8856

EXHIBIT A-3

LAYNE INLINER, LLC PRICE SCHEDULE

Palm Beach County, Florida
Project No. WUD 15-098
Sewer Evaluation Services
Layne Inliner, LLC Price Schedule (LMK Pipeline Renewal, LLC for Lateral Inspection)
CDM Smith Inc. (Consultant)

Item No.	Description	Estimated Quantity	Unit	Layne Unit Price (\$)	Layne Total (\$)
1	Sewer main cleaning and TV Inspection (6-in through 12-in)	270,000	L.F.	1.53	413,100.00
2	Sewer main cleaning and TV Inspection (15-in through 21-in)	20,000	L.F.	2.00	40,000.00
3	Sewer main cleaning and TV Inspection (24-in through 30-in)	10,000	L.F.	5.00	50,000.00
4	Mechanical root or grease removal (12-in and smaller)	2,700	L.F.	0.50	1,350.00
5	Mechanical root or grease removal (15-in through 21-in)	200	L.F.	0.50	100.00
6	Mechanical root or grease removal (24-in through 30-in)	100	L.F.	0.50	50.00
7	Mechanical tuberculation / concrete removal (12-in and smaller)	150	L.F.	20.00	3,000.00
8	Mechanical tuberculation / concrete removal (15-in through 21-in)	100	L.F.	20.00	2,000.00
9	Mechanical tuberculation / concrete removal (24-in through 30-in)	50	L.F.	20.00	1,000.00
10	Bypass pumping (6-in through 10-in sewer)	2	Set Up	50.00	100.00
11	Bypass pumping (12-in and 15-in sewer)	2	Set Up	75.00	150.00
12	Bypass pumping (18-in and 21-in sewer)	2	Set Up	75.00	150.00
13	Bypass pumping (24-in and 30-in sewer)	2	Set Up	100.00	200.00
14	Maintenance of traffic - residential street	100	EA	50.00	5,000.00
15	Maintenance of traffic - FDOT,County or City arterial	10	EA	50.00	500.00
16	Work in rear-yard easement (items 1 through 3)	30	EA	300.00	9,000.00
17	Sewer Lateral TV Inspection from main up to 30 feet. (4-inch & 6-inch laterals, 6-inch through 12-inch mains).	170	EA	170.00	28,900.00
18	Sewer Lateral TV Inspection from main up to 30 feet. (4-inch & 6-inch laterals, 15-inch through 21-inch mains).	20	EA	200.00	4,000.00
19	Sewer Lateral TV Inspection from main up to 30 feet. (4-inch & 6-inch laterals, 24-inch through 30-inch mains).	10	EA	230.00	2,300.00
20	Sewer Lateral TV inspection from main beyond 30 LF, any size main.	100	LF	2.30	230.00
21	Sewer Lateral TV, setup charge in lines with less than 3 inspections in the run.	50	EA	515.00	25,750.00
22	Sewer Lateral TV, setup charge in easement lines.	10	EA	230.00	2,300.00
TOTAL FOR ITEMS 1 THROUGH 22					\$ 589,180.00

The COUNTY will provide all water required for the CCTV inspections for use by the Subcontractor and the CCTV contractor will endeavor to make conservative use of the water provided. All connections to hydrants for the provided water shall be made and removed by the COUNTY. Any negligence or wastefulness will be reason for waiving the provisions for free water.

EXHIBIT A-4

MERCHANT STRATEGY LETTER



June 7, 2016

Ms. Suzanne Mechlar, P.E., BCEE
CDM Smith
621 NW 53rd Street #265
Boca Raton, FL 33487

Dear Suzanne:

THE MERCHANT STRATEGY, INC (TMS) will assist the COUNTY with public awareness activities on an on-call, as-needed basis as the budget allows at the request of the COUNTY throughout the project, until the award of the two projects to the contractor (i.e., end of bidding services). Services will include, but are not limited to, planning, brochures and electronic media, public meetings, and other similar tasks. We understand that the COUNTY will be responsible for enforcing its Public Relations Plan during the construction phase.

TMS will provide the following:

Up to three (3) homeowner meetings which include preparing materials, developing a database of stakeholders, finding and reserving meeting locations, attending meetings, help set up and take down and prepare meeting notes with all written comments at approximately \$7,800 each for a total of \$23,400.

Development support for one (1) brochure at approximately \$1,600 each for a total of \$1,600.

Thank you for the opportunity to work with CDM Smith.

Sincerely,

A handwritten signature in black ink that reads 'Sharon J. Merchant'. The signature is fluid and cursive, with the first and last names being more prominent.

Sharon Merchant, President

1804 North Dixie Highway, Suite B
West Palm Beach, FL 33407
(561) 315-9110
www.themerchantstrategy.com

EXHIBIT B

RAW HOURLY LABOR RATES

SANITARY SEWER EVALUATION SURVEY & DESIGN PROJECT
ENGINEERING DESIGN AND CONSTRUCTION SERVICES
PROJECT NO. WUD 15-098, PACKAGE ID CD07

Actual Hourly Raw Labor Rates and Expenses

Raw Hourly Labor Rates

Position	Minimum Raw Hourly Rate	Maximum Raw Hourly Rate ¹
Officer	\$70.00	\$99.50
Principal/ Associate	\$63.50	\$82.00
Senior Professional	\$51.50	\$71.50
Professional II	\$43.50	\$53.50
Professional I	\$36.50	\$46.50
Senior Support Services	\$40.00	\$50.00
Staff Support Services	\$33.50	\$43.50
Project Administration	\$30.00	\$41.50

¹ These rates are subject to an annual 4% increase of up to 4% on the anniversary date of the contract.

List of “Out-of-Pocket” Expenses

- Printing
- Travel
 - Mileage
 - Lodging
 - Airlines
 - Tolls and Parking
- Meals

EXHIBIT C

DETAILED COST AND EXPENSES

Palm Beach County
PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR FORCEMAIN AND SANITARY SEWER EVALUATION SURVEY, AND ENGINEERING DESIGN SERVICES
CDM Smith Inc.

EXHIBIT C
Detailed Cost and Expenses

Task No.	Task Description	Labor Classification and Hourly Rates								CDM SMITH LABOR HRS	CDM SMITH LOADED LABOR COST	CDM SMITH REIMBURSABLES	Subconsultant Services					Total Subconsultant Costs	Total Loaded Costs by Task
		Officer	Principal/ Associate	Senior Prof.	Prof. II	Prof. I	Senior Support Services	Staff Support Services	Project Admin				C SOLUTIONS	KESHAVARZ	LAYNE	MERCHANT	MOT (TBD)		
		Average Raw Hourly Rates	Average Raw Hourly Rates	Average Raw Hourly Rates	Average Raw Hourly Rates	Average Raw Hourly Rates	Average Raw Hourly Rates	Average Raw Hourly Rates	Average Raw Hourly Rates										
	Labor Multiplier = 3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0										
	Billing Rate = Average Raw Rate x Multiplier	\$235.00	\$220.00	\$170.00	\$145.00	\$125.00	\$140.00	\$120.00	\$115.00										
1	EXISTING DATA REVIEW, ASSET ASSESSMENT CRITERIA WORKSHOP, INFRASTRUCTURE RISK ANALYSIS AND ASSET PRIORITIZATION																		
	1.1 Phase I Project Meetings, Project Management, and Quality Control	46	248	28	32	0	0	0	64	418	\$ 82,130	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -		
	Kickoff and 4 progress meetings	24	80	28	32	0	0	0	32	196	\$ 36,320	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -		
	Project Management, Sub Consultant Management, and Project Administration	6	96	0	0	0	0	0	32	134	\$ 26,210	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -		
	QMP	16	72	0	0	0	0	0	0	88	\$ 19,600	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -		
	1.2 Data Assessment, Data Enhancements, and Data Gap Analysis, Technical Memorandum	16	8	8	0	24	0	40	24	120	\$ 17,440	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -		
	1.3 Asset Prioritization Criteria Workshop	24	24	24	0	16	0	24	8	120	\$ 20,800	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -		
	1.4 Data Management and Integration Plan Specification Review	1	4	4	0	0	4	0	1	14	\$ 2,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	1.5 Criticality and Probability of Failure Analyses and Follow Up Workshop San S and FM	32	40	80	0	8	24	140	16	340	\$ 52,920	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -		
	1.6 Asset Condition Assessment, Prioritizations, and Inspection Methodology Analysis	32	12	60	0	8	0	120	0	232	\$ 35,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	1.7 Infrastructure Risk and Prioritization Results Technical Memorandum	16	32	80	40	40	0	40	40	288	\$ 44,600	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -		
	TASK 1 SUBTOTAL (HOURS)	167	368	284	72	96	28	364	153	1532			\$ -	\$ -	\$ -	\$ -	\$ -		
	TASKS 1 TOTAL (WITH LOADED LABOR RATES)	\$39,245	\$80,960	\$48,280	\$10,440	\$12,000	\$3,920	\$43,680	\$17,595	1532	\$ 256,120	\$ 19,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,120
2	SANITARY SEWER SYSTEM CONDITION ASSESSMENT																		
	2.1 Phase II Project Meetings, Project Management, and Quality Control	38	192	12	0	16	0	12	60	330	\$ 63,550	\$ 4,500	\$ 13,325	\$ 39,025	\$ -	\$ -	\$ -		
	Phase 2 Kickoff and 6 progress meetings	14	48	12	0	16	0	0	20	110	\$ 20,190	\$ 2,500	\$ 3,128	\$ 4,075	\$ -	\$ -	\$ -		
	Project Management, Sub Consultant Management, and Project Administration	12	96	0	0	0	0	0	40	148	\$ 28,540	\$ 1,500	\$ 10,197	\$ 34,950	\$ -	\$ -	\$ -		
	QMP	12	48	0	0	0	0	12	0	72	\$ 14,820	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -		
	2.2 Inspection Field Plan and Pre-Mobilization Coordination	4	40	64	12	36	0	0	24	180	\$ 29,620	\$ -	\$ 7,800	\$ 10,241	\$ -	\$ -	\$ -		
	2.3 Sanitary Sewer MH, Survey, and System Field Assessments	6	120	56	112	506	4	40	16	860	\$ 124,020	\$ 3,000	\$ 223,532	\$ 270,574	\$ 589,180	\$ -	\$ -		
	CCTV Inspection Coordination, Tracking, Workflow, Video Reviews 300,000 LF	4	92	32	104	494	0	24	14	764	\$ 107,940	\$ 3,000	\$ -	\$ 45,034	\$ 589,180	\$ -	\$ -		
	MH Inspections and Rim Elevation Survey (2,000 MH)	2	28	24	8	12	4	16	2	96	\$ 16,080	\$ -	\$ 223,532	\$ 225,540	\$ -	\$ -	\$ -		
	2.4 Sanitary Sewer, MH, Lateral Inspection Results Analysis	24	60	160	160	80	16	24	16	540	\$ 86,200	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -		
	2.5 Prioritization, Repair Recommendations, Costs, and Summary Report	16	40	80	60	100	0	24	40	360	\$ 54,840	\$ 3,500	\$ -	\$ 20,072	\$ -	\$ -	\$ -		
	TASK 2 SUBTOTAL (HOURS)	88	452	372	344	738	20	100	156	2270			\$ -	\$ 20,072	\$ -	\$ -	\$ -		
	TASKS 2 TOTAL (WITH LOADED LABOR RATES)	\$20,680	\$99,440	\$63,240	\$49,880	\$92,250	\$2,800	\$12,000	\$17,940	2270	\$ 358,230	\$ 15,000	\$ 244,657	\$ 339,912	\$ 589,180	\$ -	\$ -	\$ 1,173,749	\$ 1,546,979
3	DESIGN PHASE SERVICES																		
	3.1 Phase III Project Meetings, Project Management, and Quality Control	24	104	40	0	0	0	0	48	216	\$ 40,840	\$ 5,500	\$ -	\$ 73,427	\$ -	\$ -	\$ -		
	4 progress meetings	8	16	8	0	0	0	0	8	40	\$ 7,680	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -		
	Project Management, Sub Consultant Management, and Project Administration	8	64	0	0	0	0	0	32	104	\$ 19,640	\$ 1,500	\$ -	\$ 63,609	\$ -	\$ -	\$ -		
	QMP	8	24	32	0	0	0	0	8	72	\$ 13,520	\$ 2,500	\$ -	\$ 9,818	\$ -	\$ -	\$ -		
	3.2.1 Draft Design Documents for Sanitary Sewer Rehabilitation Projects	2	16	16	0	0	24	24	8	90	\$ 13,870	\$ -	\$ -	\$ 110,560	\$ -	\$ -	\$ -		
	3.2.2 Draft Specifications	2	8	24	0	0	0	0	8	42	\$ 7,230	\$ -	\$ -	\$ 13,998	\$ -	\$ -	\$ -		
	3.2.3 Final Contract Documents	2	16	12	0	0	0	0	8	38	\$ 6,950	\$ -	\$ -	\$ 9,818	\$ -	\$ -	\$ -		
	3.2.4 Permitting	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 39,995	\$ -	\$ -	\$ -		
	3.3 Bid Phase Assistance	2	8	8	0	0	0	0	8	26	\$ 4,510	\$ 500	\$ -	\$ 24,934	\$ -	\$ -	\$ -		
	TASK 3 SUBTOTAL (HOURS)	32	152	100	0	0	24	24	80	412			\$ -	\$ 24,934	\$ -	\$ -	\$ -		
	TASKS 3 TOTAL (WITH LOADED LABOR RATES)	\$7,520	\$33,440	\$17,000	\$0	\$0	\$3,360	\$2,880	\$9,200	412	\$ 73,400	\$ 6,000	\$ -	\$ 272,732	\$ -	\$ -	\$ -	\$ 272,732	\$ 352,132
4	CONTINGENCY ITEMS																		
	4.1 As needed On-Call Survey/Geotech Services	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -		
	4.2 MOT	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000		
	4.3 Public Awareness Assistance	2	8	8	0	0	0	0	8	26	\$ 4,510	\$ 500	\$ -	\$ 13,902	\$ -	\$ 25,000	\$ -		
	TASK 4 SUBTOTAL (HOURS)	2	8	8	0	0	0	0	8	26			\$ -	\$ 13,902	\$ -	\$ 25,000	\$ -		
	TASKS 4 TOTAL (WITH LOADED LABOR RATES)	\$470	\$1,760	\$1,360	\$0	\$0	\$0	\$0	\$920	26	\$ 4,510	\$ 500	\$ -	\$ 113,902	\$ -	\$ 25,000	\$ 75,000	\$ 213,902	\$ 218,912
	TOTAL (WITH LOADED LABOR RATES)	\$67,915	\$215,600	\$129,880	\$60,320	\$104,250	\$10,080	\$58,560	\$45,655	4240	\$ 692,260	\$ 40,500	\$ 244,657	\$ 726,546	\$ 589,180	\$ 25,000	\$ 75,000	\$ 1,660,383	\$ 2,393,143

EXHIBIT D
ANTICIPATED CONTRACT SCHEDULE AND POTENTIAL FAST TRACK

EXHIBIT "D"
PALM BEACH COUNTY COLLECTION SYSTEM REHABILITATION PROJECT
ANTICIPATED CONTRACT SCHEDULE AND POTENTIAL FAST TRACK

[illegible]

EXHIBIT E

LIST OF PROPOSED SBE-M/WBE CONSULTANT/SUBCONSULTANTS

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE CONSULTANT/SUBCONSULTANTS

Palm Beach County Collection System Rehabilitation
Project

PROJECT NAME: _____ PROJECT NO. WUD 15-098

NAME OF PRIME CONSULTANT: CDM Smith Inc. ADDRESS: 621 NW 53rd Street, Suite 265, Boca Raton, FL 33487

CONTACT PERSON: Suzanne E. Mechler, PE, BCEE PHONE NO.: 561.571.3800 FAX NO.: 561.241.7084

DESCRIPTION OF SERVICES Sanitary Sewer Evaluation Survey (Sewer Condition Assessment), Prioritization, Rehabilitation, Design & Engineering Svcs During Const

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. Keshavarz & Associates, Inc. 711 N. Dixie Highway, Suite 201, West Palm Beach, FL 33401 561.689.8600	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					30.35%
2. C Solutions, Inc. 4152 W. Blue Heron Boulevard, #1114, Riviera Beach, FL 33404 561.244.9480	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10.2%				
3. The Merchant Strategy 1804 North Dixie Highway, West Palm Beach, FL 33407 561.315.9110	<input type="checkbox"/>	<input checked="" type="checkbox"/>			1.04%		
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)							
Total SBE-M/WBE Participation 41.59 %			Total	10.2%	1.04%		30.35%

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

OSBA SCHEDULE 2
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 PROPOSAL. 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 15-098 PROJECT NAME: Palm Beach County Collection System Rehabilitation Project

TO: CDM Smith 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 X

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

Date of Palm Beach County Certification: _____

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)

Manhole Inspections (MACP, PACP, and LACP).

Total SBE-M/WBE Participation 10.2 %

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 _____
 (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 Solutions, Inc.
 Print name of
 SBE-M/WBE Sub-consultant

By: [Signature]
 (Signature)

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

Date: 6/2/2016

OSBA SCHEDULE 2
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 PROPOSAL. 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-15-098 PROJECT NAME: Palm Beach County Collection System Rehabilitation Project

TO: CDM Smith 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 X
 Black Hispanic Women Caucasian Other (Please Specify) X

Date of Palm Beach County Certification: May 15, 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)

Manhole Inspection (NACP, PACP, and LACP)

CCTV Coordination and Support

Civil Engineering and Land Surveying Services

Total SBE-M/WBE Participation 30.35 %

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 \$12,900.00 Southeast Guaranty & Title / InfraMap Corp.
 (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.

Keshavarz & Associates, Inc.

Print name of
 SBE-M/WBE Sub-consultant

By: [Signature]
 (Signature)

MAZIAL KESHAVARZ, PE, PRESIDENT
 Print name/title of person executing on behalf
 of SBE-M/WBE

Date: 6/21/16

OSBA SCHEDULE 2
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 PROPOSAL. 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-15-098 PROJECT NAME: Palm Beach County Collection System Rehabilitation Project

TO: CDM Smith 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 _____ Other (Please Specify) _____

Date of Palm Beach County Certification: June 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)

Public Relations

Total SBE-M/WBE Participation 1.04 %

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 _____
 (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.

The Merchant Strategy, Inc.

Print name of
 SBE-M/WBE Sub-consultant

By: Sharon J. Merchant
 (Signature)
Sharon J. Merchant, President
 Print name/title of person executing on behalf
 of SBE-M/WBE

Date: 6/21/16