PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

Meeting Date:

September 27, 2016

Consent [X] Public Hearing []

Regular []

Department:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 25 for CD06 Priority Aerial Canal Crossing Improvements Project (Project) with Holtz Consulting Engineers, Inc. in the amount of \$113,726.88.

Summary: On June 3, 2014, the Board of County Commissioners (BCC) approved the Water Utilities Department (WUD) Utility Distribution & Collection System Engineering Consulting Services Contract (Contract) with Holtz Consulting Engineers, Inc. (R2014-0825). CSA No. 25 provides engineering services relating to the surveying, design, and permitting for the replacement/rehabilitation of eight (8) aerial canal crossings and relocation of an existing water main. The Project will increase system capacity and reliability in the eastern portion of the WUD water distribution system. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. The Contract with Holtz Consulting Engineers Inc. provides for SBE participation of 100% overall. CSA No. 25 includes 86.03% overall participation. The cumulative SBE participation, including CSA No. 25, is 96.96% overall. Holtz Consulting Engineers, Inc. is a Palm Beach County company. (WUD Project No. 16-067) Districts 2 and 5 (MJ)

Background and Justification: WUD is currently implementing projects to rehabilitate the existing water distribution and wastewater collection system that will increase system capacity, boost system pressures, increase hydraulic efficiency, and overall system reliability. WUD has identified eight (8) aerial crossings that are in need of replacement/rehabilitation. Additionally, one of the pipes downstream from an aerial crossing at the Hillsboro Canal is proposed to be rerouted around existing residences.

Attachments:

1. Location Map

2. Two (2) Original CSA No. 25

Recommended By:

Department Director

Approved By:

Assistant County Adm/inistrator

9-22-16 **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures External Revenues Program Income (County) In-Kind Match County	\$113,727 0 0 0 0	<u>0</u> <u>0</u> <u>0</u> <u>0</u>	<u>0</u>	<u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u>
NET FISCAL IMPACT	\$113,727	<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 W019 Object 6547

Is Item Included in Current Budget?	Yes X No
	Reporting Category <u>N/A</u>

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:	_delram West
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III. REVIEW COMMENTS

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

	OFMB ET 9/09 Sealer DIM	Contract Development and Control
_		9/49/16 July
B.	Legal Sufficiency	

C. Other Department Review:

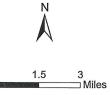
Department Director	

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





CD06 COLLECTION SYSTEM IMPROVEMENTS Priority Aerial Canal Crossing Improvements WUD Project No. 16-067



- Aerial Canal Crossing Locations
- Proposed Water Main
- Existing Water Main
- Grout in-place
 Existing Manhole
- Existing Gravity Sewer

CONSULTANT SERVICES AUTHORIZATION NO25
Project Title: Priority Aerial Canal Crossing Improvements
Project No. WUD: 16-067
Budget Line Item No. <u>4011-721-W019-6547</u>
District No.: 2 & 5
THIS AUTHORIZATION No. 25 to the Contract for Consulting/Professional Services dated 6/3/2014 (R2014-0825), by and between Palm Beach County and the Consultant identified herein, is for the Consultant Services described in Item 3 of this Authorization. The Contract provides for 100% SBE participation overall. This Consultant Services Authorization includes 86.03% overall participation. The cumulative SBE participation, including this authorization is 96.96% overall. Additional authorization will be utilized to meet or exceed the stated overall participation goal.
1. CONSULTANT: Holtz Consulting Engineers, Inc. (HCE)
2. ADDRESS: 270 South Central Boulevard, Suite 207, Jupiter, FL 33458

Description of Services to be provided by the Consultant: Engineering services to provide survey, design, and permitting for the replacement/rehabilitation of the following PBCWUD utility aerial crossings: One (1) 8inch water main crossing at Loxahatchee Rd. & Parkside Drive (replacement), two (2) crossings, 12-inch water main and 20-inch wastewater force main, at L14 Lake Worth Drainage District (LWDD) Canal & Ohio Rd. (replacement), two (2) crossings, 8-inch water main and 10-inch wastewater force main at Sherwood Forest Blvd. - North of 10th Avenue (replacement), two (2) crossings, 8-inch water main and 10-inch wastewater force main at Military Trail - South of Melaleuca (rehabilitation), and one (1) 8-inch water main crossing at Bridgeman Dr. and L2 LWDD Canal (rehabilitation). Additionally, the 12-inch water main from the north end of the Loxahatchee Rd. & Parkside Drive aerial crossing is proposed to be rerouted around existing residences and connect to the existing 6-inch water main on Sacco Drive.

See ATTACHMENT A.

4. Services completed by the Consultant to date (Summary and Status of Authorizations):

See ATTACHMENT E.

- 5. Consultant shall begin work promptly on the requested services.
- The compensation to be paid to the Consultant for providing the requested services shall be: 6.
 - Computation of time charges plus expenses, not to exceed \$<u>N/A</u> Α.
 - В. Fixed price of \$ _____113,726.88
- 7. This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed through the date of termination, together with reimbursable expenses (if applicable) then due.

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Project No. WUD: 16-067 Consultant Services Authorization No. 25

Project Title: Priority Aerial Canal Crossing Improvements

- 8. SBE participation is included in Attachment D under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization and Schedule 2 establishes the SBE contribution from each subconsultant (Letter of Intent to perform as an SBE).
- EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated 6/3/2014 remain in full force and effect.

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Sharon R. Bock, Clerk & Comptroller, Palm Beach County ATTEST:	Palm Beach County, Board of County Commissioners
Signed:	Signed: Mary L. Berger, Mayor
Typed Name: Deputy Clerk	Date Jes
Approved as to Form and Legal Sufficiency	
Signed:	
Typed Name:County Attorney	CONSULTANT: HOLTZ CONSULTING ENGINEERS, INC. (Signature)
	Andrea Holtz, PE, President (Name and Title) 7/13/16 Date

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LIST OF ATTACHMENTS

Project No. WUD: 16-067 Consultant Services Authorization No. 25

Project Title: Priority Aerial Canal Crossing Improvements

ATTACHMENT - A Scope of Work

ATTACHMENT - B Budget Summary

ATTACHMENT - C Project Schedule

ATTACHMENT - D SBE Schedule 1, 2, 3a and 4

ATTACHMENT - E Authorization Status Report - Summary and Status of Authorizations

ATTACHMENT - F Authorization Status Report – Summary of SBE Tracking

ATTACHMENT - G Location Map

ATTACHMENT A

CONSULTANT SERVICES AUTHORIZATION NO. 25

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT ENGINEERING/PROFESSIONAL SERVICES

SCOPE OF WORK FOR Priority Aerial Canal Crossing Improvements

INTRODUCTION

Palm Beach County (COUNTY) entered into an agreement entitled Contract for Engineering/ Professional Services - Palm Beach County Utilities Department Project No. WUD 14-005 (CONTRACT) with: Holtz Consulting Engineers, Inc. (CONSULTANT) to provide engineering services for various general activities on (Reference Document R2014-0825). This Consultant Service Supplement will be performed under that CONTRACT.

This Consultant Services Authorization encompasses engineering services to provide survey, design, and permitting for the replacement/rehabilitation of the following PBCWUD utility aerial crossings: One (1) 8-inch water main crossing at Loxahatchee Rd. & Parkside Drive (replacement), two (2) crossings, 12-inch water main and 20-inch wastewater force main, at L14 Lake Worth Drainage District (LWDD) Canal & Ohio Rd. (replacement), two (2) crossings, 8-inch water main and 10-inch wastewater force main at Sherwood Forest Blvd. – North of 10th Avenue (replacement), two (2) crossings, 8-inch water main and 10-inch wastewater force main at Military Trail – South of Melaleuca (rehabilitation), and one (1) 8-inch water main crossing at Bridgeman Dr. and L2 LWDD Canal (rehabilitation). Additionally, the 12-inch water main from the north end of the Loxahatchee Rd. & Parkside Drive aerial crossing is proposed to be rerouted around existing residences and connect to the existing 6-inch water main on Sacco Drive.

BACKGROUND

PBCWUD is currently implementing projects to rehabilitate the existing water distribution and wastewater collection system. PBCWUD has identified eight aerials crossings which are in need of rehabilitation/replacement. One (1) 8-inch water main crossing at Loxahatchee Rd. & Parkside Drive (replacement), two (2) crossings, 12-inch water main and 20-inch wastewater force main, at L14 Lake Worth Drainage District (LWDD) Canal & Ohio Rd. (replacement), two (2) crossings, 8-inch water main and 10-inch wastewater force main at Sherwood Forest Blvd. – North of 10th Avenue (replacement), two (2) crossings, 8-inch water main and 10-inch wastewater force main at Military Trail — South of Melaleuca (rehabilitation), and one (1) 8-inch water main crossing at Bridgeman Dr. and L2 LWDD Canal (rehabilitation). Additionally, the 12-inch water main from the north end of the Loxahatchee Rd. & Parkside Drive aerial crossing is proposed to be rerouted around existing residences and connect to the existing 6-inch water main on Sacco Drive.

SCOPE OF SERVICES

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

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Task 1 - Survey Services

Under this task, SUB-CONSULTANT, Dennis J. Leavy & Associates, Inc. will perform a topographic survey of the project areas to be used for the design of the aerial crossings and water main improvements. The survey will depict the following:

- 1.1 Topography survey at major ground elevation changes to depict existing ground profile at proposed project area. All topographical surveys shall have stationing established from south to north and west to east. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
 - 1. Obtain horizontal and vertical control for this Project using information published by the Palm Beach County Survey Department utilizing State Plane Coordinates for horizontal control and the North American Vertical Datum of 1988 (NAVD 88) for vertical control.
 - 2. Location of visible fixed improvements within the existing canal right-of-ways, including physical objects, roadway pavement, driveways, sidewalks, walls, curb, drainage swales, trees, signs, fences, power poles, and buildings.
 - 3. Location of above ground existing utilities: FP&L, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers. Including invert elevations, pipe size, type and direction for storm and sanitary infrastructure.
 - 4. Elevations shall be indicated at 25 foot stations, at a minimum, to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks. Two canal cross sections will be obtained 10 feet on either side of the proposed crossing site and will be plotted in both plan view and profile view.
 - 5. Provide and reference site benchmarks. Elevations to be referenced to an existing established City or County Benchmark.
 - 6. Subsurface utility locates are not included as part of this scope of services.

Task 1 Deliverables:

1. Provide three (3) plots of the drawings signed and sealed by a registered land surveyor at 1" = 20' scale and a computer disk with survey and drawing information compatible with AutoCAD Civil 3D Version 2015.

Task 2 – Geotechnical Investigation

Under this task, SUB-CONSULTANT, Tierra South Florida, will provide geotechnical subsurface exploration for the newly proposed utility crossings at one (1) crossing at Loxahatchee Rd. & Parkside Drive, two (2) crossings at L14 Lake Worth Drainage District (LWDD) Canal & Ohio Rd. and one (1) crossing at Sherwood Forest Blvd. – North of 10th Avenue. The scope of work will consist of drilling six (6) Standard Penetration Test (SPT) borings to a depth 50 feet below existing grade. Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered. Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designation D 1586. Borings will be approximately located in the field by Tierra's drilling personnel by measuring distances with a tape from known reference points. Prior to drilling at the project site, SUB-CONSULTANT will notify the local utility companies and request that underground utilities be marked, assuming that private utility lines will be located in the field by others prior to mobilization of the drill rig. Upon completion of the field exploration, laboratory testing will be performed on selected samples. A geotechnical engineer will evaluate the results of all drilling

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and laboratory testing. A report will be issued that will contain the subsurface profile and soil parameters.

Task 2 - Deliverables

1. One (1) signed and sealed geotechnical evaluation report.

Task 3 – Engineering Design Services

Under this task, CONSULTANT will design new and or rehabilitated aerial crossing improvements at the following locations: One (1) 8-inch water main crossing at Loxahatchee Rd. & Parkside Drive (replacement), two (2) crossings, 12-inch water main and 20-inch wastewater force main, at L14 Lake Worth Drainage District (LWDD) Canal & Ohio Rd. (replacement), two (2) crossings, 8-inch water main and 10-inch wastewater force main at Sherwood Forest Blvd. — North of 10th Avenue (replacement), two (2) crossings, 8-inch water main and 10-inch wastewater force main at Military Trail — South of Melaleuca (rehabilitation), and one (1) 8-inch water main crossing at Bridgeman Dr. and L2 LWDD Canal (rehabilitation). Additionally, the 12-inch water main from the north end of the Loxahatchee Rd. & Parkside Drive aerial crossing is proposed to be rerouted around existing residences and connect to the existing 6-inch water main on Sacco Drive.

- 3.1 The CONSULTANT will provide engineering services consisting of preparation of detailed Plans depicting the proposed improvements. Structural engineering services will be provided by SUB-CONSULTANT, Wantman Group, Inc. for the replacement of the five aerial crossings noted above. The structural design will include the pipe span analysis, concrete pile and pile cap design and comply with Lake Worth Drainage District (LWDD) and South Florida Water Management District (SFWMD) aerial crossing criteria.
- 3.2 CONSULTANT will make site visits to ensure the plans accurately reflect above grade existing site conditions on the plans. COUNTY aerial photos will also be utilized to aid in the preparation of the engineering base drawings to be used in the plans. Palm Beach County standard typical details will be utilized to prepare the project plans. The CONSULTANT will utilize the bid items and corresponding measurement and payment descriptions from the COUNTY'S Pipeline Continuing Contract as the bid form for the work and shall correspond with the line items in the Pipeline Continuing Contract to the extent practicable.
- 3.3 Approximately twenty (20) design drawings will be provided for this project. Plan and profile sheets will be prepared at a 1"= 20' horizontal scale and 1" = 4' vertical scale. The water main improvements to re-route the water main at the Loxahatchee Rd. crossing to Sacco Drive will be depicted in plan view only. Conflict resolutions will be provided in callout boxes. The preliminary drawing list is as follows:

G-1	Cover
G-2	Sheet Index
G-3	Legend
G-4	General Notes
G-5	Key Sheet
C-1	Loxahatchee Rd. & Parkside Dr. Existing & Demolition Site Plan
C-2	Loxahatchee Rd. & Parkside Dr. Proposed Plan
C-3	L14 LWDD & Ohio Rd. Existing & Demolition Site Plan
C-4	L14 LWDD & Ohio Rd. Proposed Plan
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C-5	Sherwood Forest Blvd. Existing & Demolition Site Plan
C-6	Sherwood Forest Blvd. Proposed Plan
C-7	Military Trail – South of Melaleuca Rehabilitation Plan
C-8	Bridgeman Dr. Rehabilitation Plan
C-9	Loxahatchee Rd. & Parkside Water Main Improvements
S-1 to S-3	Structural Engineering Sheets
D1 to D-3	Detail Sheets 1 through 3

3.4 The CONSULTANT will provide three (3) full size (24" x 36") sets and one (1) half size (11" x 17") set of plans (plan view only) for review and comment by the COUNTY at the 30% complete stage for approval of the proposed force main location and layout. The CONSULTANT will provide three (3) full size (24" x 36") sets and one (1) half size (11" x 17") set of plans for review and comment by the COUNTY at the 60% complete stage that incorporate the COUNTY's comments on the 30% submittal. The CONSULTANT will provide three (3) full size (24" x 36") sets and one (1) half size (11" x 17") set of plans for review and comment by the COUNTY at the 90% complete stage that incorporate the COUNTY's comments on the 60% submittal. The CONSULTANT will provide CAD files and PDF files of the final (100% complete) drawings and "Word" files and a bid schedule for preparation of scope of work sets. The CONSULTANT will provide the COUNTY three (3) full size (24" x 36") signed-and-sealed sets of final plans for COUNTY's use.

3.5 Assumptions:

- No hydraulic modeling is included as part of this effort. Main line sizes will be directed by the COUNTY.
- Maintenance of Traffic (MOT) Plans are not part of this project. The Contractor will be responsible for developing, submitting, and obtaining approval of the MOT Plans.
- The County will provide an electronic copy (Word and/or Excel format) of the County's Pipeline Continuing Contract to be used as the basis of the bid form for the project.
- The project will be constructed using an existing County Continuing Contract. No frontend or technical specification documents other than the bid schedule is included.

Task 3 Deliverables:

- 1. 30% complete submittal package.
- 2. 60% complete submittal package.
- 3. 90% complete submittal package.
- 4. 100% complete submittal package.

Task 4 - Permitting

- 4.1 CONSULTANT shall prepare permit and submit applications for construction of the water main and force main improvements to the following agencies:
 - Palm Beach County Health Department (PBCHD) (Two Permits)
 - Water Permit for L14 LWDD Canal & Ohio Road and Loxahatchee Road
 & Parkland Drive and water main extension (Assume one permit application covers both crossings and water main extension)
 - Wastewater Permit for L14 LWDD Canal & Ohio Road

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- Lake Worth Drainage District (LWDD) Permit (Two Permits)
 - L14 LWDD Canal & Ohio Road
 - Bridgeman Dr. & L2 LWDD Canal,
- South Florida Water Management District Right-of-Way Permit (One Permit)
 - Loxahatchee Road and Parkland Drive (Hillsboro Canal G-08)
- Palm Beach County Land Development Division Right-of-Way Permit (Three Permits)
 - Military Trail (South of Melaleuca) Crossing
 - Loxahatchee Road and Parkland Drive Water Main Extension
 - Sherwood Forest Boulevard./North of 10th Avenue
- 4.2 CONSULTANT will coordinate and attend a pre-application meeting with the LWDD for those crossings requiring a LWDD permit.
- 4.3 CONSULTANT will coordinate with the permitting agencies during the review process on a regular basis in an effort to keep the project on schedule and respond to their review comments.
- 4.4 Permit fees will be paid by PBCWUD. CONSULTANT will respond to requests for information (RFIs) from the permitting agencies.

Task 5 - Project Management

Project management includes Consultant Services Authorization administration, QA/QC, and project meetings (other than workshops) with COUNTY staff.

- 5.1 <u>Consultant Services Authorization Administration:</u> The progress of the project will be monitored and resources will be managed to achieve the schedule, budget, and work quality goals of the project. The CONSULTANT will keep the COUNTY informed as to the status and progress of the project. Communications with the COUNTY will be conducted under this Task.
- 5.2 <u>QA/QC</u>: The CONSULTANT will be conducting internal QA/QC review of the deliverables for conformance to Contract requirements and internal program requirements. The results of these reviews will be incorporated into the deliverables prior to submission to the COUNTY for review and comment.
- Project and Public Meetings: Attend and participate in project meetings with COUNTY staff as necessary. Consultant will prepare for and attend up to five (5) project meetings as requested, consisting of kick-off and design review intervals. Consultant shall prepare and distribute meeting minutes to attendees.

COUNTY RESPONSIBILITIES

- Designate a Project Representative, as COUNTY's representative and primary contact for CONSULTANT. CONSULTANT will rely on COUNTY's designated Project representative for instructions and approval of CONSULTANT's services.
- 2. Provide prompt review and comment on all deliverables.
- 3. Attendance of key COUNTY personnel at meetings as requested.

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COMPENSATION

The CONSULTANT will be compensated in accordance with the attached budget summary (Attachment B), a lump sum amount of \$113,726.88. Monthly progress payments will be authorized based on percent complete as determined by CONSULTANT and approved by the COUNTY.

SBE PARTICIPATION

1. SCHEDULE 3(A) - Professional Services Activity Report

This form shall be submitted by the prime contractor with each payment application when SBE and/or M/WBE sub-consultants are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE sub-consultants, specify the sub-consultant's dollar amount for each sub-consultants and show amount drawn and payments to date issued to sub-consultants.

2. SCHEDULE 4 – SBE-M/WBE Payment Certification

A schedule 4 for each SBE and/or M/WBE sub-consultant shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub-consultant in the performance of the contract.

SBE participation is included in the **ATTACHMENT F** under this Supplement. The attached Schedule 1 defines the SBE applied to this CSA/Contract and Schedule 2 establishes the SBE contribution from each subcontractor (Letter of Intend to perform as an SBE).

ATTACHMENT - B

	1			PROJE	CT BUDGET					
			Labor Classifications and Hourly Rates						HCE Totals	Total Sub-Consultant
1 1	Sub Task		Principal/ Associate QA/QC \$62.00	Project Manager \$42.33	Project Engineer \$42.33	CADD Technician \$31.00	Technical Typist Admin \$20.00	Total Hours	Services Total Labor	Services
1		Survey Services	1	2	10	10	720.00	23	\$879.96	\$16,265,00
2		Geotechnical Investigation	1	2	4			7	\$315.98	\$13,040.00
3		Engineering Design Services							7515,36	313,040.00
		30% Submittal Package	4	10	50	60		124	\$4,647.80	\$15,880.00
		60% Submittal Package	4	10	40	60		114	\$4,224.50	\$12,000,000
		90% Submittal Package	4	10	50	60		124	\$4,647.80	
		100% Submittal Package	2	5	20	30	2	59	\$2,152,25	
4		Permitting							<u> </u>	
		PBCHD Water Permit		1	4			5	\$211.65	· · · · · · · · · · · · · · · · · · ·
		PBCHD Wastewater Permit		1	4			5	\$211.65	
		(2) LWDD Permits & Pre-App Meeting	8	16	16			40	\$1,850.56	
		SFWMD ROW Permit		2	6			8	\$338,64	
		(3) PBC Right-of-Way Permits		6	20			26	\$1,100.58	
5		Project Management	22	22	16			60	\$2,972.54	
									+ -,- · ·	
	1	TOTAL							\$23,553.91	\$45,185.00
		LABOR TOTAL HOURS	46	87	240	220	2	595	,	1
		LABOR RAW COSTS	\$2,852.00	\$3,682,71	\$10,159.20	\$6,820.00	\$40,00	393	/	4
		LABOR MULTIPLIER	2.91	2.91	2.91	2.91	2.91		\$23,553.91	-
		LOADED LABOR COST	\$8,299.32	\$10,716.69	\$29,563.27	\$19,846.20	\$116,40		/ CO 544 DO	4
		TOTAL LABOR COST	\$68,5		720,000,27	1 925,070.20	7110,40		\$68,541.88	_
		SUB-CONSULTANT COSTS TOTAL	\$45,1	85.00						
		SUB-CONSULTANT MULTIPLIER	1							
		SUB-CONSULTANT TOTAL	\$45.1	85.00						

REIMBURSABLE EXPENSES

TOTAL PROJECT FEE

\$0.00

\$113,726.88

ATTACHMENT - C

PROJECT SCHEDULE

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

Engineering Services	Completion Date
Task 1 – Survey Services	60 calendar days from NTP
Task 2 – Geotechnical Investigation	45 calendar days from NTP
Task 3 – Engineering Design Services 30% Design Submittal PBCWUD Review of 30% Submittal 60% Design Submittal PBCWUD Review of 60% Submittal 90% Design Submittal PBCWUD Review of 90% Submittal 100% Design Submittal	90 calendar days from NTP 105 calendar days from NTP 135 calendar days from NTP 150 calendar days from NTP 180 calendar days from NTP 195 calendar days from NTP 210 calendar days from NTP
Task 4 – Permitting	180 calendar days from NTP
Task 5 – Project Management	Throughout Project Duration

ATTACHMENT D SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE CONSULTANT/SUBCONSULTANTS

			-				
PROJECT NAME: Priority Aerial Cana	al Crossing Improvem	ents	PROJECT	NO. <u>16-067</u>			
NAME OF PRIME CONSULTANT: _	Holtz Consulting En	igineers, Inc.	ADDRESS:		ntral Bouleyard,	Suita 207 Innita.	ET 22.450
CONTACT PERSON:	Christine Miranda	·	PHONE N	0.: 561-575-20	005	TAV NO. 501	FFF 4000
DESCRIPTION OF SERVICES Engine	eering services to pro	vide survey, desig	n. and permitti	ng for the replace	mont/vohobilitoti	FAX NO.: <u>561-</u>	5/5-2009
crossings				ag for the replace	шениленарина по	n of five PBCW(D utility aerial
PLEASE LIST THE DOLLAR PLEASE ALSO LIST THE DOLLAR PROJECT.	DENTIFY ALL A	PPLICABLE CA		() D U	TITIES TORY AND AND	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	ROJECT. NTS ON THIS
	(Check one or <u>M/WBE</u>	both Categories) SBE	Consu	ltant/Sub-consulta	nt Dollar Amount :	and Percentage of	Services
Name, Address and Phone Number	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
 Holtz Consulting Engineers, Inc. 270 South Central Blvd., Suite 207 Jupiter, FL 33458 (561) 575-2005 	x	X		\$68,541.88 60.26%			(Trease Specify)
2. Dennis J. Leavy & Associates, Inc. Land Surveyors & Mappers 460 Business Park Way, Suite B Royal Palm Beach, FL 33411 (561) 753-0650		x		<u>.</u>		\$16,265 14.30%	
3. Tierra South Florida, Inc. 2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411 (561) 687-8536	X	x					\$13,040 (Asian) 11.47%
(Please use additional sheets if necessary) Total SBE-M/WBE Participation 86.03	3%	Total		\$68,541.88		\$16,265	\$13,040

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.

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

PROJECT NUMBER <u>16-067</u>	PROJECT I	NAME: Priority A	Aerial Canal Crossing Improvements	
TO: Holtz Cons	ulting Engineers, In			
(Name o	f Prime Consultant)			
The undersigned is certified by Palm Beac	h County as a - (chec	ck one or more, as	applicable):	
Small Business Enterprise \underline{X}	Mir	nority Business En	aterprise <u>X</u>	
Black Hispanic X	Women X	Caucasian	Other (Please Specify)	
Date of Palm Beach County Certification:	October 3, 2013		· · · · · · · · · · · · · · · · · · ·	
The undersigned is prepared to perform the a formal agreement for work with you, con	e following described ditioned upon execut	d consulting service tion of a contract v	ces in connection with the above project and will enter it with Palm Beach County.	into
Additional Sheets May Be Used As Necess			·	
(Specify in detail the particular consulting	g services thereof t	o be performed)		
Engineering design		- ,		
Total SBE-M/WBE Participation	60.26			
If undersigned intends to sub-subcontraction list the name of that sub-consultant and t	t any portion of this	s job to a certified	d SBE-M/WBE or a non-SBE sub-consultant, please	e
Dries on Donas de				
Price or Percentage N/A			N/A	
			(Name of Sub-consultant)	
The Prime Consultant affirms that it will m work force. The undersigned SBE-M/WB the work listed without subcontracting to a	onitor the SBE-M/W E Prime or SBE-M/ non-certified SBE or	WBE listed to ensur WBE sub-consults any other certified	are the SBE-M/WBE perform the services with their or ant affirms that it has the resources necessary to perform d SBE sub-consultants except as noted above.	wn
			e Prime Consultant does not prevent sub-consultant fro	эm
		Holtz Con	sulting Engineers, Inc.	
		of S	Print name SBE-M/WBE Sub-consultant	
		Ву:	A. E. Gignature)	
		<u>Andrea Holtz</u> Print na	z. PE, President name/title of person executing on behalf of SBE-M/WBE	
	•	Date:	-1-1	

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

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

PROJECT NUMBER 16-067	ROJECT NAME: Priority Aerial Canal Crossing Improvements
TO: Holtz Consulting E	
(Name of Prime C	
The undersigned is certified by Palm Beach County	as a - (check one or more, as applicable):
Small Business Enterprise \underline{X}	Minority Business Enterprise
Black Hispanic Women	Caucasian X Other (Please Specify)
Date of Palm Beach County Certification: 02/25/16	to 02/24/19
The undersigned is prepared to perform the followir a formal agreement for work with you, conditioned to	ng described consulting services in connection with the above project and will enter into upon execution of a contract with Palm Beach County.
Additional Sheets May Be Used As Necessary	
(Specify in detail the particular consulting service	es thereof to be performed)
Land Surveying Services	
Total SBE-M/WBE Participation14	30 %
If undersigned intends to sub-subcontract any pol list the name of that sub-consultant and the amou	rtion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please nt below.
Price or Percentage N/A	N/A
	N/A (Name of Sub-consultant)
he work listed without subcontracting to a non-certif	e SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform fied SBE or any other certified SBE sub-consultants except as noted above. The provision of this form to the Prime Consultant does not prevent sub-consultant from
	Dannis I Losses & Associate Y
	Dennis J. Leavy & Associates, Inc. Print name
	of SBE-M/WBE Sub-consultant
	By: Dan A B (Signature)
	David A. Bower, Vice President Print name/title of person executing on behalf of SBE-M/WBE
	Date: 7/12/16

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

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

PROJECT NUMBER <u>16-067</u>	PROJECT NA	ME: Priority Ae	rial Canal Crossing Improvements
TO: Holtz C	onsulting Engineers, Inc. e of Prime Consultant)		
The undersigned is certified by Palm Bo	each County as a - (check	one or more, as ap	oplicable):
Small Business Enterprise X		rity Business Ente	
Black Hispanic			Other (Please Specify) X (Asian)
Date of Palm Beach County Certification			3/
The undersigned is prepared to perform a formal agreement for work with you,	the following described conditioned upon execution	onsulting services n of a contract wi	in connection with the above project and will enter into the Palm Beach County.
Additional Sheets May Be Used As Nec	eessary		
(Specify in detail the particular consu	lting services thereof to l	oe performed)	
Geotechnical Engineering Services			
Total SBE-M/WBE Participation	11.47	%	
and the manie of that sub-consultant at	id the amount below.		SBE-M/WBE or a non-SBE sub-consultant, please
Price or Percentage N/A			<u>N/A</u>
			the SBE-M/WBE perform the services with their own at affirms that it has the resources necessary to perform SBE sub-consultants except as noted above.
The undersigned sub-consultant underst providing quotations to other.	ands that the provision of	this form to the I	Prime Consultant does not prevent sub-consultant from
		Tierra South	n Florida, Inc.
		of SI	Print name BE-M/WBE Sub-consultant
		Ву:	(Signature)
		Doi Vrighnagar	
		Print nar	ny, M.E. / President me/title of person executing on behalf of SBE-M/WBE
		Date:	7/12/2016

OSBA Schedule 3(A) PROFESSIONAL SERVICES ACTIVITY REPORT

Project No.: <u>16-067</u> Task Authorization No. <u>25</u>

REPORTING PERIOD:
Prime Consultant Address: 270 South Central Boulevard, Suite 207
City/State: Jupiter, FL Zip 33458
Contact Person: Andrea Holtz, PE Phone #_(561) 575-2005
Contract Name: <u>Utility Distribution & Collection System Engineering Consulting Services</u>
Contract Term: 6/3/2014 to 6/3/2017 Contract Amount: \$113.726.88
Total Percentage performed by the Prime's Firm: 60.27% SBE-M/WBE Firm: 86.03%
Service Type: Architectural Engineering X Surveying X
Other (Specify)
Have Sub-Consultants completed work with its own workforce for this application?
Yes No
N4-, IC 1 / 1 1
Note: If yes, complete below:
SUB-CONSULTANTS
SOD-CONSULTANTS
1. Firms Name: Tierra South Florida, Inc.
Address/Tel: 2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411, (561) 687-8536
Estimated Start Date: Contract Amount: \$13.040
SCOPE OF WORK: Geotechnical Engineering Services
Percentage/Hrs Completed: Amount Paid To Date
2. Firm's Name: <u>Dennis J. Leavy & Associates, Inc.</u>
Address//Tel: 460 Business Park Way, Suite B, Royal Palm Beach, FL 33411, (561) 753-0650
Estimated Start Date: Contract Amount: \$16.625
SCOPE OF WORK: Land Surveying Services
Percentage/Hrs Completed: Amount Paid To Date
3. Firm's Name: Wantman Group, Inc.
Address/Tel: 2035 Vista Parkway, West Palm Beach, FL 33411 (561) 687-2220
Estimated Start Date: Contract Amount \$15,880.00
SCOPE OF WORK: Structural Engineering Services Percentage/Hrs Completed: Amount Paid To Date
Amount Paid To Date
I certify that the above is true to the best of my knowledge
r certary that the above is true to the best of my knowledge
Signature/Title

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that	
	BE or M/WBE Subcontractor Name)
(Monthly) or (Final) payment of \$	
Payment of 5	
On MM DD YYYY from	
	(Prime Contractor Name)
For labor and/or materials used on	
	(Project Name) (Work Order)
DEPT.: PROJECT NO.:	
PRIME CONTRACTOR VENDOR CODE:	
SBE OR M/WBE SUBCONTRACTOR VENDOR CODE:	
If the SBE Subcontractor intends to diskurs	
Subcontractor for labor provided on this pro-	e any funds associated with this payment to any oject, please provide the following information:
	The state of the s
*Subcontractor Name:	Amount to be paid:
*Note: If the subcontractor listed in this section	on is an SBE or M/WBE a separate schedule 4 is required to
	To redutted to
Sy:(Signature of Subcontractor)	
(organizate of Subcontractor)	(Print Name & Title of Person executing on behalf of Subcontractor)
STATE OF FLORIDA	
COUNTY OF	
	
worn to and subscribed before me this	day of , 20
у:	
•	Notary Public, State of Florida
	Print Type or Show Garage
	Print, Type or Stamp Commissioned Name of Notary
Personally Known OR Produced Identifica	tion Type of Identification
	+1he or requestingstion
ev. 5	l ast undated: 11/18/2011

Rev

ATTACHMENT — E AUTHORIZATION STATUS REPORT

SUMMARY AND STATUS OF REQUESTS FOR AUTHORIZATIONS

Auth.			Project	SBE Total	SBE	Approved	Date	WUD No.	Consultant's
No.	Description	Status	Total Amount	Amount	Participation %	Ву	Approved	Assigned	Project No.
1	Lift Station Rehabilitation Project – Priority 1	Approved	\$98,859.19	\$98,859.19	100%	CRC	9/24/2014	14-104	-
1.1	Lift Station Rehabilitation Project – Priority 1	Approved	\$43,027.95	\$43,027.95	100%	WUD	9/16/2015	14-104	
2	Lift Station Rehabilitation Project – Priority 2	Approved	\$97,152.07	\$97,152.07	100%	CRC	10/29/2014	15-003	
2.1	Lift Station Rehabilitation Project – Priority 2	Approved	\$41,693.93	\$41,693.93	100%	, MND	7/7/2015	15-003	
3	2013 – Conversion of Dry Can Lift Station Nos. 169, 171, 263, 966, 1023, 1051, 1057, & 5240 and Demolition of Dry Can Lift Station No. 265 – Supplement –Bidding Assistance	Approved	\$5,910.91	\$5,910.91	100%	WUD	10/23/2014	13-034	
3.1	2013 – Conversion of Dry Can Lift Station Nos. 169, 171, 263, 966, 1023, 1051, 1057, & 5240 and Demolition of Dry Can Lift Station No. 265 – Supplement – Bidding Assistance	Approved	\$5,910.91	\$5,910.91	100%	WUD	10/30/2014	13-034	
4	SR-15 (Main St.) & Gator Blvd.; 16- inch and 12-inch Water Main Extension	Approved	\$9,776.59	\$6,776.59	69.31%	WUD	12/22/2014	13-052	
5	Belle Glade Lift Stations Rehabilitation	Approved	\$48,462.45	\$45,462.45	93.81%	WUD	4/2/225	13-052	
5.1	Belle Glade Lift Stations Rehabilitation	Approved	\$3,102.72	\$3,102.72	100%	WUD	6/26/2015	13-052	
6	Seminole Improvement District Area Water and Wastewater Connections Technical Memorandum	Approved	\$6,948.53	\$6,948.53	100%	WUD	3/12/2015	15-034	
7	Century Village Prioritization Process	Approved	\$34,926.43	\$34,926.43	100%	WUD	4/9/2015	15-042	
8	Lift Station Rehab Priority 3	Approved	\$99,452.77	\$99,452.77	100%	CRC	7/15/2015	15-042	
8.1	Services During Construction for Lift Station Rehab Priority 3	Approved	\$58,172.02	\$58,172.02	100%	CRC	2/10/2016	15-079	
9	Lift Station Rehab Priority 4	Approved	\$99,452.77	\$99,452.77	100%	CRC	7/15/2015	15-079	
9.1	Services During Construction for Lift Station Rehab Priority 4	Approved	\$58,172.02	\$58,172.02	100%	CRC	2/10/2016	15-080	
10	Water Main Extension Connecting SR 15 to SR 80	Approved	\$149,978.51	\$149,978.51	100%	BOCC	9/8/2015	15-083	

Rev. 5-27-15

1	Water Main Extension Connecting	7	1	i					
10.1	SR 15 to SR 80	Approved	\$5,092.72	\$492.72	9.67%	WUD	1/22/2016	15-083	
11	Fieldbrook Circle Gravity Wastewater Ext.	Approved	\$98,938.07	\$98,938.07	100%	CRC	7/15/2015	15-018	
13	Tangerine Blvd. Water Main Extension	Approved	\$10,120.55	\$10,120.55	100%	WUD	10/30/2015	15-076	
14	East Hialeah Dr. Water Main Extension	Approved	\$10,720.55	\$10,720.55	100%	WUD	7/24/2015	15-047	
15	Congress Avenue Force Main	Approved	\$118,329.42	\$118,329.42	100%	BOCC	1/26/2016	15-097	
15.1	Congress Avenue Force Main Additional Services	Approved	\$40,624.46	\$40,624.46	100%	WUD	3/28/2016	15-097	
16	RedZone Pilot Project	Approved	\$5,664.40	\$665.40	11.74%	WUD	9/9/2015	15-090	
17	SR-15 & Gator Blvd 16-inch and 12- inch Water Main Extension Waste and Risk Management Plan	Approved	\$10,757.68	\$10,757.68	100%	WUD	9/9/2015	13-052	
18	Belle Glade Lift Station Design	Approved	\$99,072.75	\$82,072.75	82.84%	CRC	2/17/2016	15-023	
19	Services During Construction for the Conversion of Dry Can Lift Stations Nos. 169, 171, 263, 966, 1023, 1051, 1057 & 5240 and Demolition of Dry Can Lift Station No. 265	Approved	\$49,307.91	\$49,307.91	100%	WUD	1/11/2016	13-034	
20	Special Assessment – 77 th Lane North Water Main	Approved	\$15,962.78	\$15,962.78	100%	WUD	1/22/2016	16-007	
21	Belle Glade Lift Stations Rehabilitation Survey & Title Search	Approved	\$27,472.64	\$26,472.64	96.36%	WUD	3/10/2016	15-023	
22	SR-15 (Main St.) & Gator Blvd.; 16- inch and 12-inch Water Main Extension	Approved	\$38,458.05	\$38,458.05	100%	WUD	3/15/2016	13-052	
23	Lift Station Rehabilitation Project A	Approved	\$24,341.36	\$24,341.36	100%	WUD	6/17/2016	15-096	
24	Century Village Water System Insertion Valve Program Year 1	Approved	\$99,649.97	\$99,649.97	100%	CRC	7/7/2016	16-070	
11.1	Fieldbrook Circle Gravity Wastewater Extension - Supplement 1	Pending	\$14,473.93	\$14,473.93	100%	WUD		15-018	
25	Priority Aerial Canal Crossing Improvements	Pending	\$113,726.88	\$97,846.88	86.03%	восс		16-067	
	Total		\$1,643,713.89	\$1,594,234.89					

SUMMARY OF SBE / MINORITY BUSINESS TRACKING

	Total	SBE
Current Proposal	·	
Value of Authorization No. 25	\$113,726.88	\$97,846.88
Value of SBE Letters of Intent	\$97,846.88	\$97,846.88
Actual Percentage	86.03%	100%
Signed/Approved Authorizations		
Total Value of Authorizations	\$1,515,513.08	\$1,481,914.08
Total Value of SBE Signed Subcontracts	\$1,481,914.08	\$1,481,914.08
Actual Percentage	97.78%	100%
Signed/Approved Authorizations Plus Current Proposal		
Total Value of Authorizations	\$1,629,239.96	\$1,579,760.96
Total Value of Subcontracts & Letters of Intent	\$1,579,760.96	\$1,579,760.96
Actual Percentage	96.96%	100%
GOAL	100%	100%





CD06 COLLECTION SYSTEM IMPROVEMENTS Priority Aerial Canal Crossing Improvements WUD Project No. 16-067



0 1.5 3 Miles

Legend

- Aerial Canal Crossing Locations
- Proposed Water Main
- Existing Water Main
- Grout in-place

 Existing Manhole
- Existing Manhole
 Existing Gravity Sewer



July 18, 2016

Holtz Consulting Engineers, Inc. 270 South Central Boulevard, Suite 207 Jupiter, Florida 33445

david.holtz@holtzconsulting.com christine.miranda@holtzconsulting.com

RE: Palm Beach County Water Utility Department (PBCWUD) Aerial Crossing Replacement.

Wantman Group, Inc., (WGI) is pleased to provide this scope of services and fee proposal to Holtz Consulting Engineers, Inc. (CLIENT) for Structural Engineering Services associated with the replacement of three (3) aerial crossings for PBCWUD. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Agreement Provisions, which are enclosed herewith and are incorporated into this proposal.

Scope of Services:

TASK I Design Phase Services

\$15,880.00

The three (3) proposed aerial crossings are located at (a) Lox Rd and Parkland over the Hillsboro Canal (SFWMD),(b) Ohio Rd over the L14 Canal (LWDD) and (c) Sherwood Forest Blvd at the L10 (LWDD). The design of the replacement aerial crossing will include the pipe span analysis, concrete pile and pile cap design and comply with LWDD and SFWMD aerial crossing criteria.

This proposal excludes survey and geotechnical investigation which is necessary for the design. Permitting with LWDD and SFWMD will be provided by Holtz Consulting.

All fees quoted in this agreement are applicable for one year from date of agreement. At that time, fees are reviewed and adjusted accordingly. Any hourly charges or reimbursable costs shall be subject to the current fee schedule in effect at the time services are performed.

Upon acceptance of this proposal along with the attached "Agreement Provisions" and our current "Fee Schedule", please sign one copy and return to this office. Please note that the Agreements Provisions are an integral part of this contract and are controlling unless both parties expressly waive them in writing prior to commencement of work. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Agreement Provisions.

Respectfully submitted,

WANTMAN GROUP, INC.

Brian Rheault, P.E.

Structures Project Principal

Holtz Consulting Engineers, Inc

June 14, 2016 Page 2 of 5

CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the State of Florida. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

AUTHORIZATION FOR CREDIT CHECK: By signing this Proposal, I hereby authorize WGI to conduct a credit check or obtain a credit report with respect to CLIENT (as identified in this Proposal) for purposes of WGI providing services to CLIENT.

	Corporate Representative:	
	Name (Printed)	
	This Proposal accepted this day of	, 2016
	By Name (Signature) Holtz Consulting Engineers, Inc	
Please provide the following billing	ng information:	
Name / Company Name	. •	
Billing Address		<u></u>
City	State Zip	
Contact Name	Email Address	
Phone No.	Fax No.	

Enc.: Wantman Group, Inc. Agreement Provisions, Fee Schedule

WANTMAN GROUP, INC. AGREEMENT PROVISIONS SEPTEMBER 2014

As used herein, WANTMAN shall refer to Wantman Group, Inc., as well as its agents, representatives, consultants, officers, directors, and employees. CLIENT shall refer to Holtz Consulting Engineers, Inc., as well as its agents, representatives, consultants, officers, directors, and employees.

- 1. PERFORMANCE: This Project is to be performed in accordance with appropriate regulations and generally accepted standards/practices in effect at the time the services are rendered and, no warranties, express or implied are included in this Agreement. Services provided by WANTMAN under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. These Agreement Provisions are part of all WANTMAN contracts unless both parties expressly waive them in writing prior to commencement of any work. Further, acceptance of services performed by WANTMAN constitutes acceptance of these Agreement Provisions.
- **INVOICES:** Invoices for all services and reimbursable expenses shall be issued to CLIENT monthly reflecting services performed during the period. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may, at WANTMAN's election, be deemed a notice to stop performance under this contract until such invoices are paid. Payment in full shall be made at or before delivery to CLIENT of any reports, plans, record drawings or certification prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by CLIENT. Failure to timely pay any WANTMAN invoice shall constitute a waiver of any and all claims against WANTMAN.
- 3. **REIMBURSABLES:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses.
- 4. <u>LIMIT OF LIABILITY:</u> Should WANTMAN or any of its employees (professional or otherwise) be found to

have been negligent in the performance of the work, or to have made and breached any express or implied warranty, representation, or contract, CLIENT, all parties claiming through CLIENT and all parties claiming to have in any way relied upon WANTMAN's work or the representations of the employees and agents of WANTMAN agree that the maximum aggregate amount of the liability of WANTMAN, its officers, employees and agents shall be limited to \$50,000.00 or the total amount of the fee paid to WANTMAN for its work performed with respect to the project, whichever is greater.

If any of the above provisions of this paragraph is/are deemed invalid or unenforceable for any reason, WANTMAN's liability shall not exceed the policy limits of any insurance policy providing coverage for WANTMAN's work or services on the project. The provisions of this paragraph shall inure to the benefit of WANTMAN's agents, representatives, consultants, officers, directors, and employees. WANTMAN's agents, representatives, consultants, officers, directors, and employees shall be considered third party beneficiaries for the purposes of this paragraph. The provisions of this paragraph shall survive the termination of this agreement.

PURSUANT TO FLORIDA STATUTES § 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

- 5. ONE TIME PERFORMANCE: All fees for services are based on a one-time performance only. Additional services and/or changes in service, whether field or office, shall be performed only after authorization by CLIENT. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on the current fee schedule.
- 6. EXCLUSIONS: The fees reflected in this Agreement do not include testing, permit fees, reproduction costs, and any service not reflected in this Agreement.

Holtz Consulting Engineers, Inc June 14, 2016 Page 4 of 5

- 7. SUCCESSORS AND ASSIGNS: Neither CLIENT nor WANTMAN shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT or WANTMAN.
- 8. <u>LEGAL JURISDICTION:</u> CLIENT and WANTMAN agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in West Palm Beach, Palm Beach County, Florida.
- 9. **ELECTRONIC FILES:** Any electronic files provided are non certified recordings of printed documents prepared by WANTMAN. These files are provided only for the convenience of CLIENT, or other Receiving Party, and are intended solely for the exclusive use by that party for the purposes expressly authorized. In accordance with standard industry practice, only printed copies of documents conveyed by WANTMAN may be relied upon. Under no circumstances shall these files be used for construction or staking. Any use of the information obtained or derived from these electronic files will be at CLIENT's, or other Receiving Party's, sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, CLIENT, or other Receiving Party, agrees that it has 30 days to perform acceptance tests, after which it shall be deemed to have accepted the data thus transferred.
- 10. EXTENSION OF PROTECTION: CLIENT agrees to extend any and all liability limitations and indemnifications provided by CLIENT to WANTMAN to those individuals and entities WANTMAN retains for performance of the services under this Agreement, including but not limited to WANTMAN's officers and employees and their heirs and assigns, as well as WANTMAN's sub-consultants and their officers, employees, heirs and assigns.
- 11. SEVERABILITY AND SURVIVAL: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between CLIENT and WANTMAN shall survive the completion of the services hereunder and the termination of this Agreement.

- 12. HOURLY BILLING RATES: All services to be billed on an hourly basis under this Agreement will be billed using WANTMAN's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.
- 13. THIRD PARTIES: Except where specifically stated otherwise in this Agreement, nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.
- 14. DEFAULT: CLIENT shall be in default under this Agreement if (i) it fails to pay in full any invoice from WANTMAN on the due date or fails to make any other payment due to WANTMAN under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against CLIENT, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or coveys substantially all of its assets.
- 15. MERGER / AMENDMENT: This Agreement constitutes the entire agreement between WANTMAN and CLIENT with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WANTMAN and CLIENT.

Agreement Provisions Accepted by:

WANTMAN GROUP, INC FEE SCHEDULE EFFECTIVE DATE – FEBRUARY 11, 2016

Hourly Rate ENGINEERING SERVICES Principal Engineer \$275.00 Chief Engineer \$250.00 \$210.00 Senior Project Manager Project Manager \$185,00 Senior Engineer \$1.70.00 Senior Project.Engineer \$160.00 Project Engineer \$150.00 Senior Designer \$145.00 Engineer \$140,00 Senior Engineer Intern \$130.00 Engineer Intern \$100.00 Designer \$1,00,00 Field Engineer \$125.00 Field Inspector \$90.00 SURVEYING SERVICES Principal Surveyor \$250.00 Senior.Project Manager \$200.00 Project Manager \$135.00 Senior Professional Surveyor \$170,00 Professional Surveyor \$140,00 Survey Intern \$100.00 Survey Technician \$100.00 SUE Technician \$100.00 2 Person Field Survey Crew \$140.00 3 Person Field Survey Crew \$180.00 4 Person Field Survey Crew \$210.00 5 Person Field Survey Crew \$265:00 2 Person SUE Crew-\$150.00 3 Person SUE Crew \$200.00 4 Person SUE Crew \$250.00 5 Person SUE Crew \$300.00 Chief Utility Coordinator \$185.00 Senior Utility Coordinator \$150.00 Utility Coordinator \$130.00 Laser Scan Crew \$250.00 Hydrographic/Bathymetric Crew \$325.00

	Hourly Rate
PLANNING SERVICES	
Principal Planner	\$215.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Planner	\$130.00
Planner	\$100.00
Entry Level Planner	\$75,00
EANDSCAPE ARCHITECTURE SERVICES	
Principal Landscape Architect	\$215.00
Senior Project Manager	\$180.00
Project Manager	\$150.00
Senior Designer	\$130,00
Designer	\$100.00
Entry Level Designer	\$75.00
ENVIRONMENTAL SERVICES	
Principal Environmental Scientist	.\$230.00
Senior Environmental Scientist	\$180,00
Project Manager	\$135.00
Environmental Scientist	\$110:00
Environmental Technician	\$90.00
OTHER PROFESSIONAL SERVICES	
Expert: Witness .	\$350:00
GIS Technician	\$100.00
Administrative Assistant	\$70.00
DIRECT EXPENSES	
Blueprints (per sq. ft.)	\$ 0,60
Full Calor Plot (per sq. ft.)	\$ 15.00
Photo Mylars (each)	\$120,00
Mylars (per sq. ft.)	.\$ 6,00,
Copies, Black & White (each)	\$ 0.30
Copies, Color (each)	\$ 1.00
All Third Party Expenses	Cost Plus 15%

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Expenses: In addition to labor, WANTMAN bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

WANTMAN also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

Rates Are Valid Through December 31, 2016	
For Calculate Association	
Fee Schedule Accepted by:	



June 23, 2016 (Revised) June 13, 2016

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

Attn:

Ms. Christine Miranda, P.E.

Principal Engineer

Re:

Geotechnical Engineering Services

Water Main Crossings

Palm Beach County, Florida TSF Proposal No. 1606-299

Dear Christine:

TIERRA SOUTH FLORIDA, Inc. (TSF) is pleased to submit this proposal for providing a subsurface exploration for proposed water and waste water main crossing at Lox Road & Parkland, L14 LWDD & Ohio Road, and Sherwood Forest Blvd & North of 10th Avenue in Palm Beach County, Florida. New aerial crossings or directional drill will be utilized for these crossings. This proposal includes an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

SCOPE OF SERVICE

Our scope of work will consist of drilling six (6) Standard Penetration Test (SPT) borings to a depth 50 feet below existing grade. Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.

Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designation D 1586. Borings will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan if furnished by others. Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. TSF will recommend a utility line locating service upon request.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that will contain the subsurface profile and soil parameters.

ESTIMATED COST

It is proposed that the fee for the performance of the services outlined above will be \$13,040 as indicated on the attached fee breakdown.

Our estimate covers the work needed to present our findings. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report. This proposal assumes that access to the proposed boring locations can be accomplished with a truck mounted drill rig and that MOT or Right-of-Way permits will not be required.

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

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present drilling schedule, we can commence work within several days of project approval (weather permitting) and fieldwork is expected to take about 3 working days to complete. The report can be submitted in about three weeks after completion of the field exploration.

We at TSF appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH/FLORIDA, INC.

Raj Krisanasamy, P.E.

President

Ramakumar Vedula, P.E. Principal Engineer

RK/KV:

Attachments: 1.

Fee Breakdown

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

TIERRA SOUTH FLORIDA, INC. ATTACHMENT - 1 FEE SCHEDULE FOR GEOTECHNICAL SERVICES

ı.	FIELD INVESTIGATION (Land Borings) Mobilization of Men and Equipment	Unit	# of Units		Unit Price		Total
	Truck-Mounted Equipment Suppport Vehicle	Trip Trip	1 3	\$ \$	350.00 150.00	\$ \$	350.00 450.00
	Standard Penetration Test Borings (By Truck-Mounted Equipment) 0 - 50 ft depth	L.F.	300	\$	12.00	\$	3,600.00
	50 - 100 ft depth	L.F.	0 .	\$	14.00	\$	0.00
	Grout-Seal Boreholes (By Truck-Mounted Equipment) 0 - 50 ft depth	L.F.	300	\$	5.50	\$	1,650.00
	50 - 100 ft depth	L.F.	0	\$	6.50	\$	0.00
	Casing Allowance (By Truck-Mounted Equipment) 0 - 50 ft depth	L.F.	300	\$	7.00		2,100.00
	50 - 100 ft depth	L.F.	0	\$	8.00	\$	0.00
	FIELD INVESTIGATION (Water Borings)					•	
	Barge Mobilization Barge Mounted Equipment Support Boat Mobilization Support Boat Crane Rental	Each Day Each Day Day	0 0 0 0	\$ \$ \$ \$ \$	15000.00 6000.00 500.00 500.00 2000.00	\$ \$ \$ \$	0.00 0.00 0.00 0.00 0.00
	SPT-B/T/A 0-50 Ft	L.F.	0	\$	18.25	\$	0.00
	Temp Casing 4"-B/T/A 0-50 Ft	L.F.	0	\$	13.25	\$	0.00
	Grout Boreholes - B/T/A 0-50 Ft	L.F.	0	\$	7.20	\$	0.00
II.	LABORATORY TESTING						
	Visual Examination by Staff Engineer	Hour	В	\$	85.00	\$	680.00
	Natural Moisture Content Tests	Test	6	\$	20.00	\$	120.00
	Full Grain-Size Analysis - (8 sieves)	Test	6	\$	75.00	\$	450.00
	Grain-Size Analysis - Single Sieve	Test	0	\$	25.00	\$	0.00
	Organic Content Tests	Test	6	\$	50.00	\$	300.00
	Atterberg Limit Tests	Test	0	\$	80.08	\$	0.00
	Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	3	\$	185.00	\$	555.00
III.	FIELD ENGINEERING AND TECHNICAL S	ERVICES					
	Site Recon./Coordination						
	Sr. Engineering Technician	Hour	8	\$	65.00	\$	520.00
IIIA.	ENGINEERING AND TECHNICAL SERVICE	ES					
	Principal Engineer	Hour	1	\$	145.00	\$	145.00
	Senior Geotechnical Engineer	Hour	4	\$	125.00	\$	500.00
	Engineer, P.E.	Hour	12	\$	115.00	\$	1,380.00
	Draftperson	Hour	4	\$	60.00	\$	240.00
	TOTAL FEE F	OR GEOTECHN	ICAL SERVIC	ES		\$	13,040.00



DENNIS J. LEAVY & ASSOC.

LAND SURVEYORS . MAPPERS

June 16, 2016

via Email: christine.miranda@holtzconsulting.com
Ms. Christine Miranda, P.E.
Holtz Consulting Engineers, Inc.
50 South US Highway One
Jupiter, FL 33477

RE: PROFESSIONAL LAND SURVEYING SERVICES - CD06 AERIAL CROSSING IMPROVEMENTS (SEE ATTACHED EXHIBIT "A" FOR PROJECT LOCATIONS) (DJLA #16-098-001)

Ms. Miranda:

In response to your request for professional land surveying services, we are pleased to offer the following tasks and their respective fees. This **proposal** is based upon our review of the information provided in our previous correspondence and our interpretation of the necessary land surveying services required to successfully meet your requirements for this project.

I. TOPOGRAPHIC SURVEY PREPARATION:

Prepare a Topographic Survey as defined in Rule 5J-17.050 (10)(k) of the Standards of Practice adopted by the Board of Professional Surveyors and Mappers for each of the four (4) crossing sites as depicted on the attached SURVEY EXHIBIT 'A'.

In particular the survey will depict:

- A. Topography survey at major ground elevation changes to depict existing ground profile at proposed project area. All topographical surveys shall have stationing established from south to north and west to east. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
 - Obtain horizontal and vertical control for this Project using information published by the Palm Beach County Survey Department utilizing State Plane Coordinates for horizontal control and the North American Vertical Datum of 1988 (NAVD 88) for vertical control.
 - 2. Location of visible fixed improvements within the existing canal right-of-ways, including physical objects, roadway pavement, driveways, sidewalks, walls, curb, drainage swales, trees, signs, fences, power poles and buildings as depicted on the attached SURVEY EXHIBIT 'A'.

460 Business Park Way • Suite B • Royal Palm Beach. Florida 33411 • Phone 561.753.0650 • Fax 561.753.0290 DJLASSC@bellsouth.net

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June 16, 2016 CD06 Aerial Crossing Improvements Project, (DJLA #16-098-001) Page 2 of 4

- 3. Location of above ground existing utilities: FP&L, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers. Including invert elevations, pipe size, type and direction for storm and sanitary infrastructure.
- 4. Elevations shall be indicated at 25 foot stations, at a minimum, to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks. Two canal cross sections will be obtained 10 feet on either side of the proposed crossing site and will be plotted in both plan view and profile view.
- 5. Provide and reference site benchmarks. Elevations to be referenced to an existing established City or County Benchmark.

NOTE: Subsurface utility markouts are not a part of this scope of services.

B. Provide three (3) plots of the drawings signed and sealed by registered land surveyor at 1" = 20' scale and a computer disk with survey and drawing information compatible with AutoCAD Civil 3D Version 2015.

TOTAL FEES FOR THE ABOVE SERVICES:.....\$ 16,265.00

It is the client's/owner's responsibility to review the scope of services proposed within this contract to insure that the services required to successfully complete this project will be provided.

June 16, 2016 CD06 Aerial Crossing Improvements Project, (DJLA #16-098-001) Page 3 of 4

These fees do not include the cost of any governmental agency submittal fee or hard costs for printing, reproductions or fees for full-time construction supervision. Representation before public bodies, review agencies, etc., will be done at applicable hourly rates. This includes, but is not limited to, any administrative processing that may be required for submittal to the various municipal and county agencies. Payment is due upon receipt of the invoice and will be considered delinquent if payment is not received within thirty (30) days of the date of said invoice. A late payment finance charge will be assessed at the rate of 1.5% per month (18% annual percentage) if payment is not received within thirty (30) days of the invoice date.

The obligation to provide services under this agreement may be terminated by either party upon receipt of written notice within seven (7) days in the event of a substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of termination, Dennis J. Leavy & Associates, Incorporated shall be paid for all services rendered to the date of termination including all reimbursable expenses and termination expenses. Liability of this contract is limited to not exceed the fees stated herein. Revisions and/or additional services requested outside of this agreement will be invoiced as an addendum to this contract. Fees for revisions and/or additional services will be invoiced based on our current hourly/unit rates.

This agreement, consisting of four (4) pages, represents the entire understanding between **Dennis J. Leavy** & **Associates, Incorporated** and **Holtz Consulting Engineers, Inc.**, with respect to the project and may only be modified in writing, signed by all parties.

Thank you for giving us the opportunity to bid this project. We hope to hear from you shortly. If the terms and conditions contained herein are acceptable, please sign and return a copy of this proposal to our office.

Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,

DENNIS J. LEAVY & ASSOCIATES, INC.

David A. Bower, P.S.M.

Vice President

June 16, 2016 CD06 Aerial Crossing Improvements Project, (DJLA #16-098-001) Page 4 of 4

PROPOSAL ACCEPTED BY:

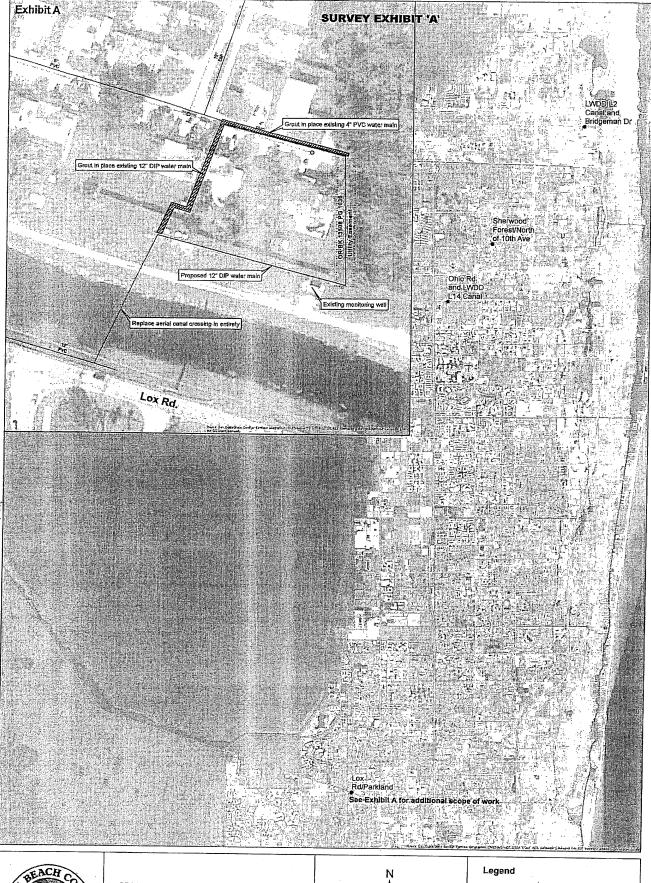
ACCEPTANCE OF PROPOSAL: The fees, terms and conditions, and specifications contained herein are satisfactory and are hereby accepted. Dennis J. Leavy & Associates, Incorporated is authorized to perform the work as specified.

RE: PROFESSIONAL LAND SURVEYING SERVICES - CD06 AERIAL CROSSING IMPROVEMENTS (DJLA #16-098-001).

Name and title		· · · · · · · · · · · · · · · · · · ·	
Firm name	Total Control Control		
Date of acceptance			

The following statement is required by the State of Florida Statutes.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AS AMENDED, AN INDIVIDUAL EMPLOYEE OR AGENT OF DENNIS J. LEAVY & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.





CD06 COLLECTION SYSTEM IMPROVEMENTS Priority Aerial Canal Crossing Improvements WUD Project No. 16-067



3 ⊐ Miles

- Proposed Water Main
- Existing Water Main Grout in-place
- Existing Manho