

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	December 18, 2018	Consent <input checked="" type="checkbox"/> [X] Public Hearing <input type="checkbox"/> []	Regular <input type="checkbox"/> []
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

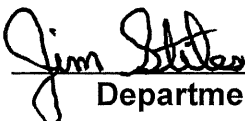

Motion and Title: Staff recommends motion to approve: Consultant Service Authorization (CSA) No. 9 to the Engineering/Professional Services Contract with Keshavarz & Associates, Inc., for the Water Main Replacement within Sandpiper Avenue, Meadowlark Drive and Oriole Court (Project) in the amount of \$215,748.98.

Summary: On June 20, 2017, the Board of County Commissioners approved the Water Utilities Department (WUD) Engineering/Professional Services Contract with Keshavarz and Associates, Inc. (R2017-0817). CSA No. 9 provides for engineering services relating to the surveying, design and permitting of the Project. These services include subsurface utility exploration, survey, construction plans, technical specifications, permitting, community outreach and bid support services for the replacement of approximately 7,600-feet of existing 6-inch and 8-inch water main, including the affected water services along Sandpiper Avenue, Meadowlark Drive and Oriole Court in the Village of Royal Palm Beach. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15% overall. The contract with Keshavarz and Associates, Inc., provides for 90% SBE participation. This Authorization includes 88.37% participation. The cumulative SBE participation is 90.09%. Keshavarz and Associates, Inc., is a Palm Beach County Company. (WUD Project No.18-070) District 6 (MJ).

Background and Justification: WUD has been experiencing repeated water main and water service breaks along Sandpiper Avenue, Meadowlark Drive and Oriole Court in the Village of Royal Palm Beach. Water main and service replacement is needed to restore the service life, efficiency and effectiveness of the water distribution system in the area while reducing the maintenance workload and associated cost.

Attachments:

- 1. Three (3) original CSA No. 9
- 2. Location Map
- 3. ITS Certificate of Insurance

Recommended By:	 Department Director	12-4-18 Date
Approved By:	 Assistant County Administrator	12/11/18 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$215,749	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$215,749</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 6543

Is Item Included in Current Budget? Yes X No

Does this item include the use of federal funds? Yes No X

Reporting Category N/A

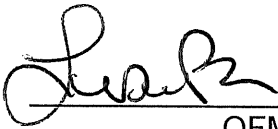
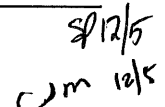
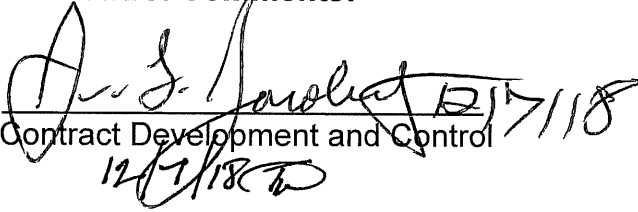
B. Recommended Sources of Funds/Summary of Fiscal Impact:

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

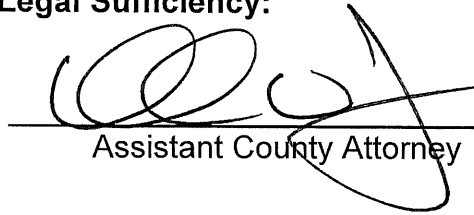
C. Department Fiscal Review: 

III. REVIEW COMMENTS

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

 12/11/18 OFMB  12/15/18
 12/11/18 Contract Development and Control

B. Legal Sufficiency:

 12/11/18
Assistant County Attorney

C. Other Department Review:

Department Director

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

CONSULTANT SERVICES AUTHORIZATION NO. 9
Palm Beach County Water Utilities Department
Contract for Consulting / Professional Services;
Utility Distribution and Collection System
Engineering Services

Resolution #2017-0817 Contract Dated June 20, 2017

Project Title: Water Main Replacement within Sandpiper Ave, Meadowlark Dr & Oriole Ct
WUD Project No.: 18-070

Consultant: Keshavarz & Associates, Inc.

Address: 711 N. Dixie Highway, Suite 201, West Palm Beach, FL 33401

Budget Line Item No. 4011-721-W031-6543

District No.: 6

This Consultant Service Authorization provides for Engineering Services, including but not limited to, Subsurface Utility Exploration, Geotechnical exploration, Survey, Construction Plans, and Details preparation, Permitting, Community Outreach Support and Contract Award Assistance services towards the replacement of 7,600 LF of existing 6" and 8" water main including replacement of affected water services for 169 properties along Sandpiper Ave, Meadowlark Dr and Oriole Ct within Royal Palm Beach.

(See ATTACHMENT A for detailed scope of services)

The Contract provides for 90% SBE participation. This Consultant Services Authorization includes 88.37% overall participation. The cumulative SBE participation, including this authorization is 90.09%. Additional Consultant Services Authorizations will be utilized to meet or exceed the stated overall participation goal.

1. Services completed by the Consultant to date :

See ATTACHMENT B.

2. Consultant shall begin work upon receipt of Notice to Proceed correspondence.
3. The compensation to be paid to the Consultant for providing the requested services shall be:
 - A. Computation of time charges plus expenses, not to exceed \$ 28,664.98 (including Community Outreach, and Sub-Consultant's Fees), plus
 - B. Fixed price of \$ 187,084.00
 - C. Total \$ 215,748.98
4. 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.

CONSULTANT SERVICES AUTHORIZATION NO. 9

**Palm Beach County Water Utilities
Department Contract for Consulting /
Professional Services; Utility Distribution and
Collection System Engineering Services**

Resolution #2017-0817 Contract Dated June 20, 2017

Project Title: Water Main Replacement within Sandpiper Ave, Meadowlark Dr & Oriole Ct

Project No. WUD: 18-070

5. SBE participation is included in **ATTACHMENT C** under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization and Schedule 2 establishes the SBE contribution from each Sub-Consultant (Letter of Intent to perform as an SBE).
6. This Authorization does not amend, change, or modify the Contract dated June 20, 2017 which remains in full force and effect.
7. All Attachments to this Authorization are incorporated herein and made a part of this Consultant Services Authorization.

CONSULTANT SERVICES AUTHORIZATION NO. 9

Palm Beach County Water Utilities
Department Contract for Consulting /
Professional Services; Utility Distribution and
Collection System Engineering Services

Resolution #2017-0817 Contract Dated June 20, 2017

Project Title: Water Main Replacement within Sandpiper Ave, Meadowlark Dr & Oriole Ct

Project No. WUD: 18-070

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

Palm Beach County, Board
of County Commissioners

ATTEST:

Signed: _____

OK!
Hm/jwd
10/26/18

Signed: _____

Mack Bernard, Mayor

Typed Name: _____

Deputy Clerk

Date _____

JCS

Approved as to Form and Legal
Sufficiency

CONSULTANT: Keshavarz & Associates, Inc.

Signed: _____

(Signature)

Typed Name: _____

County Attorney

Randy Wertepny, PE, VP of Engineering

(Name and Title)

10/23/18

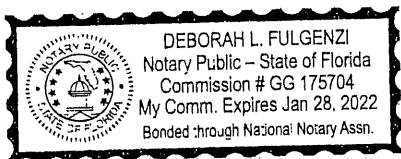
Date

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23rd day of October, 2018, by

Randy Wertepny, PE. as Vice President of Engineering
for Keshavarz & Associates, Inc.



(Signature of Notary Public - State of Florida)

Deborah L. Fulgenzi

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____ Type of Identification Produced _____

LIST OF ATTACHMENTS

CONSULTANT SERVICES AUTHORIZATION NO. 9

Palm Beach County Water Utilities
Department Contract for Consulting /
Professional Services; Utility Distribution and
Collection System Engineering Services

Resolution #2017-0817 Contract Dated June 20, 2017

Project Title: Water Main Replacement within Sandpiper Ave, Meadowlark Dr & Oriole Ct.

Project No. WUD: 18-070

ATTACHMENT - A	Scope of Services
ATTACHMENT - B	Summary and Status of Authorizations
ATTACHMENT - C	SBE Schedule 1 and 2
ATTACHMENT - D	Project Schedule
ATTACHMENT - E	Budget Summary
ATTACHMENT - F	Summary of SBE/Minority Business Tracking
ATTACHMENT - G	Location Map

Revised 6-14-18

ATTACHMENT A

SCOPE OF SERVICES

Project No. WUD 18-070

Project Title: Water Main Replacement within Sandpiper Ave, Meadowlark Dr Oriole Ct

Background:

The COUNTY has been experiencing repeated existing water main and service line breaks on the Zone 5 water system within the rights-of-way of Sandpiper Avenue, Meadowlark Drive and connected residential roadways east of Royal Palm Beach Boulevard that surrounds Royal Palm Beach Commons Park. The COUNTY described this water system as having a higher than normal maintenance/repair history; however, the frequency of these breaks has increased recently, prompting a replacement project. The COUNTY assembled historic repair data from their Customer Service Department and Operations & Maintenance (O&M) crews to focus efforts towards replacing the existing water main where reported breaks were concentrated.

The limits of the potable water system replacement project was thus determined to be the existing water main and services located within Meadowlark Drive, Oriole Court, the portion of Sandpiper Avenue from the southern intersection with Meadowlark Drive to the northern intersection with Meadowlark Drive, and the portion of Sandpiper Avenue from the southern intersection with Heron Parkway to the northern intersection with Grouse Lane.

Services:

CONSULTANT shall perform the Engineering related Services as described herein to include the surveying, subsurface utility exploration, geotechnical exploration, community outreach support, design, permitting and contract award assistance services necessary to prepare detailed drawings for the project in accordance with the COUNTY's Minimum Engineering and Construction Standards and applicable permitting agency regulations.

In support of the Water Main and Water Services Design the following services will be provided towards the replacement of approximately 7,600 Linear Feet of existing 6" and 8" Water Main, as well as 88 existing water services servicing 169 properties located within Meadowlark Drive, Oriole Court, the portion of Sandpiper Avenue as described above:

- Project Management, Orientation, Research, and Site Visits
- Meetings with COUNTY Engineering and O&M Staff
- Utility Coordination Efforts
- General Surveying Services including Right-of-way determination, and limited Topographic data acquisition necessary for design and permitting.
- Subsurface Utility Exploration (SUE) Coordination with Sub-Consultant, InfraMap, and Field Acquisition of their efforts
- Geotechnical Soil boring Analysis Coordination with Sub-Consultant, GFA International.
- Assistance to the COUNTY'S Community Outreach Consultant, Foresight Communications
- Water Main Abandonment Design Services
- Water Main Design Services
- Permitting Services
- Contract Award Assistance Services

Task 1. Preliminary Design Services

1.1. Project Management, Project Orientation, Research:

The CONSULTANT shall actively manage their personnel together with their sub-consultants towards the proper and successful execution of COUNTY's objectives in the context of the project scope. CONSULTANT "Project Management" responsibilities range from internal to external methods and approaches affecting the general advancement of the project. CONSULTANT through their efforts towards managing the project is accountable to COUNTY for the external success of their services outlined in the proposal.

The CONSULTANT shall research, review and study record information, GIS database information, and other pertinent information of the existing facilities within the road R/W.

The CONSULTANT shall conduct a project kick off meeting with COUNTY; CONSULTANT shall chair this meeting, generate agendas and provide meeting summaries for same.

This task includes general correspondence, coordination and data exchange with COUNTY as needed throughout the survey, design, permitting and contract award phases of this project.

This task also includes efforts required to compile reports, tables, receipts, back up records and in general compliance with applicable accounting and SBE-M/WBE requirements.

1.2. Meetings and Coordination with Regulatory Agencies: CONSULTANT shall coordinate with and if necessary set up and attend meetings with the Village of Royal Palm Beach, Palm Beach County Fire Rescue, and Palm Beach County Health Department to discuss and determine the necessary permitting conditions, constraints and upcoming improvement projects that may coincide or conflict with this project. The CONSULTANT shall discuss and explore cost sharing possibilities for potential milling and resurfacing projects with the Village of Royal Palm Beach, as well as, any other shared funding opportunities that may be possible to incorporate in this project.

1.3. Field Visits: Field visits shall be conducted in this phase by CONSULTANT to review the proposed water main corridor, photograph and document existing field conditions and identify possible conflicts or constraints visible and identifiable through a field visit.

1.4. Utility Coordination: The CONSULTANT shall identify the pertinent entities and prepare exhibits and distribute requests for existing facility locations and proposed improvements to the dry utility providers (electric, gas, phone, CATV, traffic signal systems, etc.). The CONSULTANT shall coordinate and track the responses from the utility providers and incorporate the results onto the construction plans in an attempt to minimize potential conflicts with the proposed water main.

Task 2. Water Main Surveying and Design Services:

The CONSULTANT shall perform the required field surveying services to prepare and furnish a Route and Topographic Surveys that depict the necessary land features, horizontal and vertical control points in plan view necessary for the purpose of design. The horizontal survey data will be in state plane coordinate system of **North American Datum of 1983, 2007 adjustment (SPCS NAD/83-2007)**, the vertical datum shall be in the **North American Vertical Datum of 1988 (NAVD88)** to include a conversion factor to convert the vertical datum to the National Geodetic Vertical Datum of 1929 (NGVD29), unless the client stipulates otherwise, and shall be used as the basis of design.

The CONSULTANT will prepare and furnish construction plans and details on 24" x 36" drawings at a 1:20 scale.

The CONSULTANT shall submit 60%, 90% and 100% complete design drawings to the COUNTY.

Assumptions:

- All Record Drawings for the existing water and wastewater facilities within the design corridor will be provided by COUNTY if available. The accuracy and completion of which shall be relied upon by the CONSULTANT.
- COUNTY will provide any necessary hydraulic modeling required for pipe sizing, fire flow analysis or requested for permitting purposes. The accuracy and completion of which shall be relied upon by the CONSULTANT.
- In order to maintain the schedule of deliverables requested by COUNTY, the consolidated review comments generated by all entities within COUNTY shall be submitted to CONSULTANT for the 60% and 90% design submittals within two (2) weeks of receipt of submittal from the CONSULTANT.
- The proposed water main design will be depicted in plan view only.
- COUNTY wishes to replace the existing Fire Hydrants within the water main replacement limits. In doing so, any existing fire protection coverage gaps will be addressed and the proposed fire hydrant spacing will result in fire protection coverage that complies with current COUNTY Fire Rescue requirements.
- COUNTY does not wish to replace or relocate any existing front-lot single water meter boxes, including the replacement of an existing pair of single water meter boxes with a proposed double meter box.
- No assistance towards acquiring any utility easements or private property temporary construction authorizations will be included in the scope of services.

- 2.1 Coordination with Subsurface Utility Exploration (SUE) and Geotechnical Engineering Sub-Consultants:** The CONSULTANT shall coordinate with InfraMap Corp (SUE Sub-Consultant) and GFA International, Inc. (Geotechnical Sub-Consultant) on a continual basis to perform their respective services as needed in a timely manner. Prior to the topographic survey acquisition phase, the CONSULTANT shall coordinate with InfraMap to scan the limits of the proposed water main corridor's road rights-of-way using ground penetrating radar and other methods as indicated in their proposal. During the design phase it may be determined that additional information may be needed for specific utilities to confirm condition, material and location, acquire vertical elevations, confirm tie in locations, navigate critical crossings, etc. The CONSULTANT shall prepare exhibits to provide to InfraMap depicting the location of the areas needing additional information for design purposes, whether via scanning or soft digs. Further, the CONSULTANT shall coordinate with GFA to perform soil borings at locations determined by GFA based on their assessment of the proposed water main corridor's existing conditions and geotechnical characteristics. The CONSULTANT shall also coordinate with the Village of Royal Palm Beach to notify the Village of scanning, soft dig and soil bore locations and operations prior to having those tasks commence.

2.2 Field Acquisition of SUE Efforts and Depiction of Results on Construction Plans: The CONSULTANT's survey field crews shall locate the results of the Targeting/Scanning efforts on the part of InfraMap Corp within the limits of the road rights-of-way. These located results shall be incorporated into the Construction Plans. The CONSULTANT shall locate each soft dig and incorporate the location and vertical elevation of the utility into the construction plans. A spreadsheet test hole inventory containing the results of all soft digs associated with the project will be compiled and included with the construction plans.

2.3 Route Survey: The route survey shall depict the limits of the following:

- The entire road rights-of-way for the proposed water main and service replacement along Meadowlark Drive (2910 LF)
- The entire road rights-of-way for the proposed water main and service replacement along the Oriole Court cul-de-sac (625 LF)
- The entire road rights-of-way for the proposed water main and service replacement along the portion of Sandpiper Avenue from the southern intersection with Meadowlark Drive to the northern intersection with Meadowlark Drive including intersecting roadways approximately 30' beyond the limits of the corridor (1980 LF)
- The entire road rights-of-way for the proposed water main and service replacement along the portion of Sandpiper Avenue from the southern intersection with Heron Parkway to the northern intersection with Grouse Lane including intersecting roadways approximately 30' beyond the limits of the corridor (2110 LF).

All of the above described routes together with the topographic survey data as described below in Task 2.4, the right-of-way limits, property and jurisdictional lines will be determined based on a combination of recorded plats, and deeds of record. A baseline shall be created along the centerline of the right-of-way to include plan sheet stationing. All known easements of record contiguous with the platted, or deeded rights-of-way lines as shown on, or contained in, the aforementioned documents of public record, if any, shall be depicted.

The CONSULTANT shall establish at least twelve (12) benchmarks for construction purposes within the project area and the location shall be indicated on the plan drawings.

2.4 Topographic Survey Corridors: A topographic survey shall be prepared based on the above described route survey and shall include identification and location of pavement edges, driveways and turnouts, sidewalks, trees, signs, power poles, guy wire anchors, light poles, above ground utility boxes, etc. within the property and right-of-way corridors. All existing water valves, fire hydrants, water meters, back flow preventers, double detector check valves, sanitary manholes, sanitary clean outs, storm manholes, catch basins shall be located within the rights-of-way and, if necessary, adjacent to the rights-of-way if required for design purposes. Pipe sizes, material and inverts located within rights-of-way or adjacent to the rights-of-way shall be acquired if required for design purposes. Existing vertical grades shall be acquired within the proposed water main corridors at a minimum of 100 intervals from the centerline of the right-of-way and extending either northeasterly or northwesterly to approximately 10.0 feet from the outside edge of the corridors or rights-of-way as deemed necessary by the CONSULTANT. The acquired information from the field will be reflected on construction plans as referenced. Available information on existing potable water and sanitary sewer mains (where applicable) will be provided by COUNTY in the form of project Record Drawings. Dry utility facilities locations (FPL, AT&T, Comcast, etc.) will be acquired where paint markings, as established by others, are encountered during the topographic acquisition and will be included on the construction plans.

- 2.5 60% Design Stage:** Construction plans at a completion level of approximately 60% shall be submitted to COUNTY for review. The 60% design plans shall depict the proposed water main layout/corridor and abandonment of water main in plan view and shall include the proposed connections to the existing water mains. These plans shall include all existing Utilities as acquired during the survey acquisition phase, the results of the utility coordination and shall include any record information of the existing water and wastewater facilities as provided by the COUNTY. Conflicts, crossings and deflections will be identified on the plans with the results of the subsurface utility targeting/scanning. A preliminary pothole inventory sheet will also be included reflecting known test hole data at the time of the submittal. The 60% submittal will also include proposed grading and restoration details, COUNTY details and general notes.
- 2.6 90% Design Stage:** Construction plans at a completion level of approximately 90% shall be submitted to COUNTY. The 90% design plans shall include the 60% design as modified through COUNTY's review comments issued and other data as deemed relevant by CONSULTANT. Results of SUE soft digs will be depicted on the plans, known or discovered conflicts shall be addressed; deflections will be detailed and crossings calculated. The 90% submittal will include all necessary plans sheets, details and notes for permitting and construction purposes.
- 2.7 100% / Final Design Stage:** Final construction plans will be prepared and shall include any modification from COUNTY and/or modification requested by other regulatory agencies and approved by COUNTY.
- 2.8 Bid Tabulation & Cost Estimate:** Upon completion of the 60% and 90% design submittal, the CONSULTANT shall prepare an engineer's estimate of probable construction costs. This estimate will be submitted to COUNTY within 1 week from the submission of the 60% and 90% design. The cost estimate will be updated to include any modifications during the final phases of the design and will be resubmitted with the 100% design. The cost estimate will be utilized as the bases of the bid tabulation for bidding purposes.

Task 3. Permitting Services for Proposed Water Main Replacement

At the outset of the 90% Design Stage, the CONSULTANT shall prepare applications for permit approvals from the following agencies:

- Village of Royal Palm Beach
- Palm Beach County Fire Rescue
- Palm Beach County Health Department (water distribution system improvements)

In addition to preparing the permit applications for appropriate regulatory agencies, CONSULTANT shall assist the COUNTY in consultations with the appropriate authorities and shall track and monitor the permitting process. Permitting status sheets will be distributed throughout the project at monthly status meetings/updates or more frequently if requested by COUNTY identifying the schedule of events as to when applications, comments and responses are submitted and will also include the permit number, regulatory contact and expiration date.

CONSULTANT services during the permitting phase shall also include the following:

- Attend pre-application meetings with the staff of each regulatory agency required.
- Attend meetings with each of the regulatory agencies during review of the final permit applications as required.
- Respond to request(s) for additional information from each regulatory agency.
- Provide County with one (1) set of approved plans from permitting agencies in hard and electronic copies, as may be applicable.
- Monitoring of permit expiration dates and request for permit extensions throughout the duration of the project.
- Associated permit application fees shall be determined by CONSULTANT and paid by COUNTY.

Task 4. Construction Contract Award Assistance

- It is our understanding that the COUNTY is planning to assign the construction of this project to one of their continuing construction contractors. The CONSULTANT will assist the COUNTY with development of the bid items and award phase with the chosen construction contractor. These services include meeting with the contractor to review the project scope, review and comment on the construction contractor's work authorization and respond to requests for additional information.

Supplemental Services

- 1. Assistance / Coordination Towards Community Outreach:** The CONSULTANT shall assist in the COUNTY's campaign to communicate with and educate the communities affected by this project. CONSULTANT shall coordinate with and assist the COUNTY's Community Outreach Consultant, Foresight Communications, towards this end. CONSULTANT shall prepare exhibits to be given to the COUNTY's community outreach consultant for distribution to the property owners. The CONSULTANT shall review and comment on documents prepared to submit to the property owners to inform the affected parties of the design efforts and forthcoming construction project. These services include assistance to the COUNTY's Community Outreach consultant by preparing exhibits and lists of addresses or property owner data as requested. These services also include review and input on scripts, visual aids, or other presentation materials as well as attendance of Pre-Construction Community Information Meeting presentations given by said COUNTY consultant.
- 2. Subsurface Utility Exploration Targeting / Scanning (InfraMap):** InfraMap Corp (SUE Sub-Consultant) shall scan the limits of the proposed water main corridor's road Rights-of-way using ground penetrating radar and other methods, as described in their proposal, to identify the approximate horizontal location of wet and dry utilities within the corridor. Utilities located will be painted or flagged in the field for acquisition by the CONSULTANT's field survey crew. The results of the Targeting / Scanning will be provided in the form of color-coded sketches identifying the various utilities detected in approximate location trend and configuration. Up to **six (6) days** of scanning are included with this proposal. InfraMap's proposal also includes mileage direct expenses, and as needed administrative fees.
- 3. Subsurface Utility Exploration Soft Digs (InfraMap):** InfraMap Corp (SUE Sub-Consultant) shall provide soft digs to provide subsurface information at each of these locations and will provide exhibits for each soft dig. Up to **thirty (30) soft digs** to a depth of **six (6) feet** are included with this proposal. InfraMap's proposal also includes mileage direct expenses, as needed fees for Traffic Control flagging to perform the above referenced Soft digs, and a contingent as needed fee per foot beyond the included six (6) foot deep soft digs.
- 4. Geotechnical Exploration (GFA International):** GFA International, Inc. (Geotechnical Sub-Consultant) shall acquire **fifteen (15) soil borings** to a depth of **six (6) feet** below the surface along the proposed water main corridors. Any encountered unsuitable soils will be identified for consideration during the design process. The results of the soil borings and a report of findings will be submitted to the COUNTY.

ATTACHMENT B

SUMMARY AND STATUS OF CONSULTANT SERVICES AUTHORIZATIONS

[illegible]

Revised 6-14-18

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NAME OR BID NAME: Water Main Replacement within Sandpiper Ave, Meadowlark Dr & Oriole Ct PROJECT NO. OR BID NO.: 18-070
NAME OF PRIME BIDDER: Keshavarz & Associates, Inc. ADDRESS: 711 N. Dixie Highway, Suite 201, West Palm Beach, FL 33401
CONTACT PERSON: Amir Keshavarz, P.E. PHONE NO.: 561-689-8600 FAX NO.: N/A
BID OPENING DATE: USER DEPARTMENT:

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE's ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Keshavarz & Associate, Inc. 711 N. Dixie Highway, Suite 201, West Palm Beach, FL 33401 1. 561-689-8600	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					\$190,664.00
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)			Total				\$ 190,664.00

Total Bid Price \$ 215,748.98 Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work \$ 190,664.00 / 88.37%

I hereby certify that the above information accurate to the best of my knowledge: Randy Wertepny, P.E., Vice President of Engineering

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

ATTACHMENT C

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

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items 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: 18-070 PROJECT NAME: Water Main Replacement within Sandpiper Ave., Meadowlark Dr & Oriole Ct

TO: Keshavarz & Associates, Inc.
(Name of Prime Bidder)

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 (Asian)

Date of Palm Beach County Certification: September 28th, 2016

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	Engineering, Surveying, Permitting			\$ 189,464.00
	Reimburseables, Mileage, Copies, Prints, Deliveries			\$ 1,200.00

at the following price or percentage \$ 190,664.00
(SBE Prime or SubCONSULTANT's Quote)

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

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

Price or Percentage \$ 22,084.98 InfraMap Corp
\$ 3,000.00 GFA International
(Name of SubCONSULTANT)

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

The undersigned subCONSULTANT understands that the provision of this form to Prime Bidder does not prevent SubCONSULTANT from providing quotations to other bidders.

Keshavarz & Associates, Inc.
Print name of
SBE-M/WBE Company

By: (Signature)
Randy Wertepny, P.E., Vice President of Engineering

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

Date: 10/23/18

ATTACHMENT - D

PROJECT SCHEDULE

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

<u>Engineering Services</u>	<u>Completion Date from Notice to Proceed</u> (Calendar Days)
Task 1. Preliminary Design Services	165 Calendar Days
Task 2. Water Main Survey & Design Services	
2.1 Coordination with Sub-Consultants	120 Calendar Days
2.2 Acquisition of SUE Results	135 Calendar Days
2.3 and 2.4 Survey (Route and Topo)	60 Calendar Days
2.5 60% Design	90 Calendar Days
2.6 90% Design	135 Calendar Days
2.7 100% Design (Post Permitting)	225 Calendar Days
Task 3. Permitting	210 Calendar Days
Task 4. Bid Support Services	250 Calendar Days
TOTAL ANTICIPATED DURATION	250 CALENDAR DAYS

DELIVERABLES

A summary of the project documents to be provided as deliverables includes:

1. Photos and/or videos of the site visits will be provided on one (1) CD
2. Utility location exhibits provided by the utility providers will be provided in an electronic format and hard copies
3. Meeting summaries from the kickoff meeting, design review workshops
4. Four (4) 24" x 36", one (1) 11"x17" sets of the 60% design plans; and one (1) copy of the 60% cost estimate
5. Four (4) 24" x 36", one (1) 11"x17" sets of the 90% design plans, and one (1) copy of the 90% cost estimate
6. Six (6) 24" x 36" and six (6) 11"x17", signed and sealed, sets of the 100% design plans and specifications with two (2) signed and sealed copies of the cost estimate
7. One (1) CD containing PDF, AutoCAD, Word and Excel files of the final signed and sealed construction plans, specifications and cost estimate
8. One (1) CD containing copies of all permit applications and correspondence with permitting entities
9. "Permit Book", including a hard copy of all acquired permits and a summary of all permits with expiration dates
10. Electronic copies of the subsurface exploration scanning and soft dig results
11. Two (2) signed and sealed copies of the geotechnical engineer's report and a digital copy
12. Signed and sealed legal descriptions and sketches (hard and electronic copies)

ATTACHMENT – E
BUDGET SUMMARY

Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services; Resolution #R2017-0817 Contract Dated June 20, 2017
Utility Distribution and Collection System Engineering Services
Construction Service Authorization: 9
Consultant: Keshavarz & Associates, Inc.
Project name: Water Main Replacement within Sandpiper Ave, Meadowlark Dr & Oriole Ct
WUD Project No.: 18-070

[illegible][illegible][illegible]



Date: October 1, 2018

Presented to: Keshavarz & Associates
711 N. Dixie Highway, Suite 201
West Palm Beach, FL 33401
Phone No.: 561-689-8600
Fax No.: 561-236-7592

Attn: Amir J. Keshavarz, P.E.

Project name: CSA 9 Sandpiper WM Replacement Project
Royal Palm Beach

As requested, InfraMap Corporation (IMC) has prepared this proposal for utility infrastructure investigation services for the above referenced project. This proposal is based upon the best information available to InfraMap regarding site conditions at the time of writing. This proposal does not represent a lump sum fee to perform these services. The proposed fee will not be exceeded without the expressed consent of the client.

Project limits and description: Target utilities (excluding sanitary and storm) within the area highlighted in red per clients PDF file. These areas are along Sandpiper Avenue, Meadowlark Drive and Oriole Court. In addition perform up to thirty (30) test holes, locations will be chosen by client after targeting phase.

Services to be provided: Targeting and Test Hole Services as described in attachments, "A" & "B".

Notes: Client will choose test holes after targeting phase.

FEE SCHEDULE		ESTIMATED FEE
Targeting Services	# Hours/Units	\$s
Targeting @ \$ 1,500.00/day.	6	\$ 9,000.00
Administrative: \$ 55.00/hr.	1	\$ 55.00
Direct Expenses		
Mileage: \$0.545 per mile (IRS rate)	78mi	\$ 42.51
TOTAL ESTIMATED FEE		\$ 9,097.51

Complete Utility Infrastructure Surveying and Mapping Since 1987

Test Hole Services

0' to 6': \$362.50/ea.	30	\$ 10,875.00
Contingent feet: \$ 103.00/ft. (Test holes beyond 6' in depth)	5	\$ 515.00

Direct Expenses

Mileage: \$0.545 per mile (IRS rate)	78mi	\$ 42.51
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Traffic Control (If/as needed)

Flagger: \$ 81.84/hr.	19 (Est)	\$ 1,554.96
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TOTAL ESTIMATED FEE **\$ 12,987.47**

This estimate is not a lump sum fee and is valid for 90 days. This estimate is good for targeting and test hole services on utilities within the project limits as herein defined, and will not be exceeded without the expressed consent of the client.

PAYMENT TERMS

Terms of payment are subject to modification by seller (InfraMap). Buyer (client) agrees to make prompt payment of invoices due in accordance with Seller's approved terms, whether for complete or partial services. Terms: Net 30 days from completion of work and receipt of invoice. If payment is contingent upon Buyer being paid by a "Third Party" for services, InfraMap Corp. (InfraMap) must be notified immediately of the name and address of the "Third Party". Buyer will submit invoices to the "Third Party" in a timely manner and InfraMap will receive payments from Buyer within 15 days of Buyer being paid. If this is not the case then InfraMap reserves the right to modify this clause to reflect a revised payment schedule.

Late Charge: A late payment service charge equal to 1.5% per month or the maximum charge allowed by applicable law, whichever is lower, shall be assessed on all amounts not paid when due. All accounts are net 30 days unless specifically agreed upon in writing.

Delinquency Collections: In the event Buyer fails to pay for any services when due, or should Buyer's account become otherwise delinquent, or in the event of Buyer's bankruptcy or insolvency, or in the event of Buyer's breach of this Agreement, then in any such event Seller may, at its option: (i) terminate any or all existing contracts; (ii) refuse to perform services under this or any other order; and/or (iii) avail itself of any other further remedies available to it at law or in equity. Buyer agrees to pay all cost of collection, including reasonable attorney's fees.

This service will be provided with due diligence and in a manner consistent with standards of the professional utility infrastructure mapping profession. InfraMap does not guarantee that all existing utility systems can or will be detected. It may not be possible to detect all utilities, such as but not limited to systems that are not depicted on records available to us, and systems rendered undetectable due to unfavorable site conditions. Use of this service does not relieve interested parties from their responsibility to make required notifications prior to excavation. Use of this service does not relieve utility owners of their responsibility to mark the location of their facilities prior to excavation. InfraMap Corp. will not be responsible for damages to utilities caused by others.



October 1, 2018

Presented by: _____

Andres Garcia
Senior Utility Location Manager
InfraMap Corp.

Date

Accepted: _____


Authorized Signature

Date

10/13/18

GFA International, Inc.

Florida's Leading Engineering Source

**Mr. Amir J. Keshavarz
Keshavarz & Associates, Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, FL 33401
Phone: (561) 689-8600
Email: amir@keshavarz.com**

**Proposal for Subsoil Exploration
Main & Service Replacement
Meadowlark Dr. & Sandpiper Ave.
Royal Palm Beach, FL
Proposal No. 18-9575.00**

October 3, 2018





October 3, 2018

Mr. Amir J. Keshavarz
Keshavarz & Associates, Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, FL 33401
Phone: (561) 689-8600
Email: amir@keshavarz.com

**RE: Proposal for Subsoil Exploration
Main & Service Replacement
Meadowlark Dr. & Sandpiper Ave.
Royal Palm Beach, FL
Proposal No. 18-9575.00**

Dear Mr. Keshavarz:

GFA International, Inc. (GFA) appreciates the opportunity to become a part of your project team. GFA's team of professionals are dedicated to making this project a success, both on schedule and within budget. GFA is proud of its commitment to maintaining the highest levels of customer service and client satisfaction, and respectfully submit the following for your consideration.

PROJECT INFORMATION

It is GFA's understanding that this project is to consist of approximately 7,600 lineal feet of a water main replacement, to be located in Royal Palm Beach, FL.

SUBSOIL EXPLORATION

Exploration is to consist of 15 total Standard Penetration Test (SPT) borings to depths of 6 feet below existing grade for this geotechnical study. The borings will be completed with a truck or track-mounted drilling equipment. The depths are needed to evaluate the nature of the subsurface soils and general subsurface conditions for the proposed construction.

Underground utility clearance will be required prior to commencing the drilling of the SPT borings. Therefore, GFA will contact "Sunshine One-Call" Service to obtain underground public utility clearance. GFA requests to be notified of the location of any existing private underground utilities and/or structures in the exploratory area prior to the field work. GFA will not be responsible for private and/or public underground utilities and/or structures not identified to the field crews.

PURPOSE

The purpose of our services on this project is to explore the subsurface soil/rock conditions at the site.

PROPOSED SCOPE OF SERVICES

The subsoil exploration and report shall include the following at a minimum:

- Perform 15 total standard penetration test (SPT) borings. The borings will be completed to depths of 6 feet below existing grade. The borings will be completed with a truck or track-mounted drilling equipment. The SPT borings will be used as an investigative tool.
- A software-generated and plotted log of each boring will be prepared.
- Prepare a site plan showing the approximate test locations.
- Summarize the activities on this project in the form of a Subsoil Report which will include test procedures used, data collected, and evaluation of subsurface soil conditions.

An estimated **LUMP SUM** for the scope of services detailed above is **\$3,000.00.**

Please Note: This estimate is based on the site being accessible to a truck or track-mounted drilling equipment. If this is not the case, revisions will need to be made to this estimate to accommodate mobile drilling equipment or heavy-equipment to access boring locations. Estimate excludes MOT.

GFA will not exceed the fee stated above unless the encountered soils are significantly different than those anticipated, the site is not accessible to truck mounted drilling equipment and/or if the report will require additional hours for engineering analysis due to the encountered soils being significantly different than those anticipated. Additional borings will be charged at a flat rate of \$30/foot. This amount includes mobilization and pertinent engineering analysis and testing required by the scope of the project. You will be notified prior to initiating the additional work of any increase in costs. If unsuitable and/or unstable soil conditions are encountered, the boring depth will be increased to obtain sufficient data to provide you with foundation support recommendations for the proposed structure. Additional drilling footage necessitated by unsuitable and/or unstable soil conditions will be charged at a rate of \$15.00 per foot.

CONDITIONS AND QUALIFICATIONS

GFA's terms are C.O.D. (credit cards are accepted) unless a credit application has been approved or credit has been previously established. If credit is established, our terms will be 2/10/net-30days. The pricing contained herein is subject to change if this proposal is not authorized within 90 days from the date of this proposal. If more than 90 days have passed since the date of this proposal, please contact us for an updated proposal. Additional items not listed in this proposal will be quoted upon request. Two (2) copies of the report will be delivered without charge. Additional reports can be provided upon request, at a unit rate of \$75.00 per report.



AUTHORIZATION

All services will be conducted in accordance with this proposal and attached Terms and Conditions. To initiate services, please complete and return the included Proposal Acceptance Agreement form. The Terms and Conditions are part of this agreement. **The signed proposal acceptance agreement form must be received by GFA via fax or email prior to any work being performed, and an original copy must be received before completed reports can be distributed.**

CLOSING

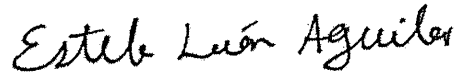
GFA appreciates the opportunity to submit this proposal, and looks forward to working with you as a member of the project team. Please contact the undersigned at 561.347.0070 if you have any questions or comments.

From our team to yours,

GFA International, Inc.
CA#4930



Carlos Mercado, M.S., P.E.
Branch Manager



Estela G. León Aguilar, M.S., P.E.
Geotechnical Department Manager

Attachments: Terms & Conditions





PROPOSAL ACCEPTANCE AGREEMENT
GFA International, Inc.

Description of Services: Professional Geotechnical Exploration
Project Name: Main & Service Replacement
Project Location: Meadowlark Dr. & Sandpiper Ave., Royal Palm Beach, FL
GFA Proposal No.: 18-9575.00
Proposal Date: October 3, 2018

APPROVAL & PAYMENT OF CHARGES

Invoices will be charged and mailed to the account of:

Firm: Keshavarz & Associates, Inc FED ID#: 65.0012481
Attention: Deborah Fulgenzi
Address: 711 N. Dixie Highway, Suite 201
City, State, Zip: West Palm Beach, FL 33401
Telephone: 561-689-8600 Fax: N/A
Email: deborah@keshavarz.com

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name: Palm Beach County Water Utilities Dept.
Address: 8100 Forest Hill Blvd, West Palm Beach, FL 33416
Telephone: 561-493-6120 Fax: 561-493-6113

GFA International (GFA) reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization referencing this in its entirety. This AGREEMENT, the proposal and terms and conditions constitute the entire agreement between the client and GFA, and supersede all prior written or oral understanding. Please note that pricing is valid for a period of ninety (90) days from proposal date.

The below signed, having full legal authority to bind the Client identified in the foregoing Proposal Agreement, has read the foregoing Proposal Agreement and hereby agrees to all of the terms and conditions contained in GFA's Standard Terms and Conditions attached hereto as Exhibit "A" which are incorporated herein by reference as a fundamental and material part of the Proposal Agreement. The Client agrees and understands that GFA's Standard Terms and Conditions have been established in a large measure to allocate certain risks between Client and GFA, and GFA will not initiate services without Client's execution of agreement to the terms of the Proposal Agreement and the Standard Terms and Conditions and other terms and conditions set forth in this Agreement.

PURSUANT TO FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL, AS DEFINED IN FLORIDA STATUTE 558.002, ACTING AS AN INDIVIDUAL EMPLOYEE OR AGENT OF GFA INTERNATIONAL, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

AUTHORIZED SIGNATURE: [Signature]
PRINTED NAME & TITLE: RANDY WERTENY, P.E., Vice President Engineering
DATE ACCEPTED: 10/23/2018 (See below for service line acceptance)

SERVICES ACCEPTED: GEO _____
(Initial accepted service line)

EXHIBIT “A”

GFA INTERNATIONAL, INC.’S

STANDARD TERMS AND CONDITIONS

Geotechnical, Testing and Inspections

1. **Acceptance of Agreement.** Client specifically agrees that these Standard Terms and Conditions shall be binding on the parties. Capitalized terms not otherwise defined in these Standard Terms and Conditions shall have the meaning assigned to such terms in the Proposal Agreement.

2. **Maintenance of Professional Standards and Ethics.** The Client recognizes that GFA’s services in all cases must be rendered in accordance with prevailing professional standards and ethics. Services performed by GFA under this Agreement will be conducted in a manner consistent with the level of care and skill standard to the industry under similar conditions. NO OTHER WARRANTY EXPRESSED OR IMPLIED IS MADE. If a situation emerges that causes GFA to believe compliance with the Client’s wishes could result in GFA violating an applicable provision or aspect of professional standards, or ethics, laws of regulations, GFA shall so advise the Client. The Client and GFA shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing achievement of a solution, either party may terminated this Agreement in accordance with the termination provisions stated herein.

3. **Compliance with Codes and Standards.** GFA shall exercise due and reasonable care in observing those federal, state and local codes, standards, statutes, and regulations applicable at the time GFA prepared the scope of services included in this Agreement. In the event that GFA becomes aware of any changes in such codes, standards, statutes, or regulations, and if GFA believes such changes affect GFA’s services, GFA shall inform Client of such changes and the impact abiding by them may have on services already performed or to be performed, the fees and costs involved, and scheduling. If either Client or GFA believes a change requires renegotiations of this Agreement both Client and GFA shall bargain promptly and in good faith. If a renegotiated Agreement cannot be developed, Client shall give GFA the right to terminate this Agreement without penalty. In any event, Client shall, to the fullest extent permitted by law, waive any claim against GFA, and indemnify, defend, and hold GFA harmless from any claim or liability for injury or loss arising from GFA’s alleged failure to abide by federal, state or local codes, standards, statutes, or regulations that were not in effect or publicly announced at the time GFA otherwise would have incorporated their intent into GFA’s services. Client shall also compensate GFA for any time spent or expenses incurred by GFA in defense of any such claim. Such compensation shall be based upon GFA’s prevailing fee schedule and expense reimbursement policy. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

4. **Buried Utilities.** Client will furnish to GFA information identifying the type and location of utility lines and other man-made objects beneath the Site’s surface. GFA will take reasonable precautions to avoid damaging these man-made objects. Client shall, to the fullest extent permitted by law, waive any claim against GFA, and indemnify, defend, and hold GFA harmless from any claim of liability for injury or loss arising from damage to or contact with buried utility lines of other buried man-made objects that were not called to GFA’s attention or which were not properly located on drawings furnished to GFA. Client shall also compensate GFA for any time spent of expenses incurred by GFA in defense of any such claim. Such compensation shall be based upon GFA’s prevailing fee schedule and expense reimbursement policy. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

5. **Disposal of Contaminated Substances (including samples).** All substances on, in, or under Client’s site, or obtained from Client’s site as samples or as byproducts of the sampling process, are Client’s property. Unless Client directs otherwise, GFA shall dispose of all nonhazardous samples and sampling process byproducts in accordance with applicable law.

Unless other arrangements are mutually agreed upon in writing, or unless otherwise required, GFA shall preserve samples for no longer than fifteen (15) calendar days after GFA’s issuance to the Client of the initial instrument of service that relates data obtained from them. If in GFA’s opinion any of these samples are or may be affected by a regulated contaminant, GFA shall package such samples in accordance with applicable law, and Client shall arrange for lawful disposal procedures, that is, procedures to remove the samples from GFA’s custody and transport them to a disposal site. However, any samples or sampling process byproducts that are or are assumed to be affected by regulated contaminants shall be packaged by GFA in accordance with applicable law, and they shall be turned over to Client. GFA shall not under this Agreement arrange for or otherwise dispose of substances affected by regulated contaminants. GFA will, at Client’s request, help Client identify appropriate alternatives for off-site treatment, storage, or disposal of such substances, but GFA shall not make any independent determination about the selection of a treatment, storage or disposal facility, nor will GFA subcontract such activities through transporters or others. Client shall sign all manifests for the disposal of substances affected by regulated contaminants. However, if Client directs GFA, GFA’s employees, or GFA’s agent to sign such manifests and/or to hire for Client a contractor to transport, treat, or dispose of the contaminated substances, agent (notwithstanding any other provision of this Agreement to the contrary) so that GFA shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with Client’s contaminated samples can expose GFA to sever risks, Client shall, to the fullest extent permitted by law, waive any claim against GFA, and indemnify, defend, and hold GFA harmless from any claim or liability for injury or loss allegedly arising from GFA’s containing, labeling, transporting, testing, storing, or other handling of Client’s contaminated samples. Client also shall compensate GFA for any time spent or expenses incurred by GFA in defense of any such claim (the term "any claim" means "any claim in contract, tort or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation or other acts giving rise to liability"). Such compensation shall be based upon GFA’s prevailing fee schedule and expense reimbursement policy.

6. **Aquifer Cross-Contamination.** Sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. Because GFA is powerless to totally eliminate the risk despite use of due care, and because sampling is an essential element of GFA’s services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against GFA, and indemnify, defend, and hold GFA harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by GFA’s sampling. Client shall also compensate GFA for any time spent of expenses incurred by GFA in defense of any such claim. Such compensation shall be based upon GFA’s prevailing fee schedule and expense reimbursement policy. The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability."

7. **Client’s Responsibilities.** The Client shall provide all criteria and full information as to Client’s requirements for the project; designate any persons to act with authority of Client; examine and respond promptly to GFA’s submissions; and give prompt written notice to GFA whenever a defect in work has been noted. The Client will provide for the right of entry to allow GFA to complete the work. While GFA will take reasonable precautions to minimize any damage to the site, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement. The Client shall be responsible for payment of all fees in connection with this project.

8. **Alteration of Instruments of Service.** Client agrees that designs, plans, specifications, reports, proposals and similar documents prepared by

GFA are instruments of professional service and, as such, no matter who owns or uses them, they may not under any circumstances be altered by any party except GFA. Client warrants that GFA's instruments of service will be used only and exactly as submitted by GFA. Accordingly, Client shall waive any claim against GFA, and shall, to the fullest extent permitted by law, indemnify, defend, and hold GFA harmless from any claim or liability for injury or loss arising from unauthorized alteration of GFA's instruments of service. Client also shall compensate GFA for any time spent or expenses incurred by GFA in defense of any such claim. The term "any claim" means "any claim in contract, tort or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation or other acts giving rise to liability". Such compensation shall be based upon GFA's prevailing fee schedule and expense reimbursement policy.

9. *Invoices, Reimbursable Expenses and Escalation of Fees*

a. *Invoices.* GFA will submit invoices to Client on GFA's standard invoice form, on terms provided in the specific agreement with the particular Client. If no specific terms are contained in the particular agreement, payment terms shall be net thirty (30) days. Partially completed items of work for which a fee has been specified may be billed based upon percentage of completion as estimated by GFA, otherwise, invoices will be based upon GFA's Schedule of Standard Hourly Rates in effect at the time the work is performed. Past due balances are subject to interest of 1.5 percent per month, or the maximum permitted by state law, whichever is less. GFA, after giving seven (7) days written notice, may suspend services under any Agreement until all past due accounts, including applicable interest, have been paid. In the event that the invoice is not paid voluntarily and promptly by Client, and must be referred to an attorney or agent for collection, the Client agrees to pay to GFA, GFA's reasonable collection and attorney's fee.

b. *Reimbursable Expenses.* Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus ten (10) percent and include the following items:

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by GFA and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by GFA. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including where applicable equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the GFA proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

c. *Escalation of Fees.* Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. GFA shall have the right to increase its compensation payable by the Client to GFA in the event that GFA must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided the GFA give the Client thirty (30) days prior notice as to the cause for escalation and the additional amounts involved.

10. *Indemnification, Limitation of Liability, and Condition Precedent*

a. *Indemnification*

To the fullest extent permitted by applicable law, Client agrees to indemnify, protect, defend, and hold harmless GFA, its officers, directors, shareholders,

partners, employees, professionals, independent contractors, and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including, without limitation, bodily injury, personal injury, death, real property damage, personal property damage, consequential damages, incidental damages, court costs and attorneys' fees) of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of the GFA's Work or any part thereof, even if caused, in part or in whole, by the negligence of any or all of the Indemnitees. The total monetary limit on the Client's indemnification obligation herein is \$1,000,000.

b. *Limitation of Liability*

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THE PROPOSAL AGREEMENT OR THESE STANDARD TERMS AND CONDITIONS, THE TOTAL LIABILITY, IN THE AGGREGATE, OF GFA, TO THE CLIENT AND ANYONE CLAIMING BY OR THROUGH THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS AND EXPERT WITNESS FEES AND COSTS OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES RESULTING FROM OR IN ANY WAY RELATED TO THE PROJECT OR THE PROPOSAL AGREEMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE HIGHER OF (i) TEN PERCENT (10%) OF THE TOTAL COMPENSATION RECEIVED BY GFA UNDER THE PROPOSAL AGREEMENT WITH THE CLIENT OR (ii) THE TOTAL AMOUNT OF \$75,000.00. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, WHETHER CAUSED BY GFA'S NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, FOR OTHER ACTS OR FOR ANY DAMAGE BASED IN CONTRACT, OR FOR ANY OTHER CAUSE OF ACTIONS, UNLESS OTHERWISE PROHIBITED BY LAW, AND CLIENT SHALL INDEMNIFY AND HOLD GFA HARMLESS FROM ANY SUCH DAMAGES OR LIABILITY.

c. *Condition Precedent.* Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against GFA, shall be deemed waived unless (i) Client notifies GFA of the claim or claims within thirty (30) days of discovery thereof and, if the Client contends that a claim exists against GFA for negligence or another violation of a standard of care owed by GFA, (ii) Client has first provided GFA with a written certification executed by an independent design professional currently practicing in the same discipline as GFA. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in the Proposal Agreement; c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to GFA not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

d. NOTWITHSTANDING THE FOREGOING, GFA SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY GFA FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

11. *Disputes.* All claims, disputes, and other matters in question between GFA and Client, including their respective agents, employees, officers, directors, professionals and contractors, arising out of or relating to the Proposal Agreement or the breach thereof, including, but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence (collectively, "Disputes") shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, GFA shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due.

In the event of any Dispute that results in arbitration or litigation as provided above, the prevailing party shall be entitled to recover all reasonable costs

incurred as a result of the claim, including staff time, court costs, attorney's fees and other claim-related expenses.

12. *Consequential Damages.* Client shall not be liable to GFA and GFA shall not be liable to Client for any incidental, special, or consequential damages (including lost profits and lost savings) incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by Client or GFA, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

13. *Confidentiality.* GFA agrees to keep confidential and to not disclose to any person or entity (other than GFA's employees and subcontractors), without the prior consent of Client, all data and information not previously known to and generated by GFA, or furnished to GFA and marked "Confidential" by Client; provided, however, that these provisions shall not apply to data that: are in the public domain; were previously known to GFA; or were independently acquired by GFA from third-parties under no obligation to Client to keep said data and information confidential. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of GFA, nor shall they be interpreted to in any way restrict GFA from complying with a legally enforceable order to provide information or data. Client agrees the GFA may use and publish Client's name and a general description of GFA's services with respect to the project in describing GFA's experience and qualifications to others. Client also agrees that any patentable or copyrightable concepts developed by GFA in the course of GFA's services hereunder are the sole and exclusive property of GFA.

14. *Failure to Follow Recommendations.* GFA disclaims any and all responsibility and liability for problems that may occur during implementation of GFA's plans, specifications, or recommendations when GFA is not retained to observe such implementation.

15. *Defects in Service.* Client and Client's personnel and contractors shall promptly inform GFA of any actual or suspected defects in GFA's services, to help GFA take those prompt and effective measures that in GFA's opinion will help minimize the consequences of any such defect. Client's payment in full amount owed for services rendered shall be taken to mean that Client is satisfied with GFA's services and is unaware of any defect.

16. *Ownership of Instruments of Service.* Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory test data, estimates, electronic media files, magnetic tapes (drives), and similar paper and electronic media (other than samples) prepared by or for GFA as instruments of service are GFA's property. GFA shall retain these instruments of service for five years following submission of project deliverables, during which period GFA's instruments of service will be made available for Client's review at any reasonable time.

17. *Termination.* This Agreement may be terminated by either party upon ten (10) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any other agreements between the parties. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GFA shall be paid for services performed to the termination notice date plus reasonable termination expenses. The expenses shall include any fees incurred by GFA from the laboratory prior to receipt of a termination notice date.

18. *Independent Contractor.*

(a) GFA shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

(b) GFA also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and

benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. GFA hereby represents that GFA has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

19. *Insurance.* GFA shall obtain and maintain in force, at its own expense, throughout the performance of its obligations under the Proposal Agreement, insurance coverage against claims, that may arise out of, or result from, GFA's operations in connection with the Services as described in the Proposal Agreement. This insurance shall include the following coverage with limits no less than those set forth below:

Comprehensive General Liability: Coverage per occurrence in the minimum amount of \$1,000,000.00.

Workers Compensation and Employer's Liability: Workers Compensation Insurance at the amount statutorily required for each state in which GFA will operate under the terms of the Proposal Agreement, but in no event less than \$500,000.00 per incident.

Comprehensive Automobile Liability: Comprehensive Automobile Liability having a combined single limit of \$1,000,000.00.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the GFA are intended to and shall not in any manner modify, limit or expand the GFA's liabilities and obligations otherwise provided under the provision of the Terms and Conditions and the Proposal Agreement including, without limitation, the provisions contained in Article 10.

20. *Taxes*

(a) The fees and charges reflected in GFA's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on GFA's invoice and Client shall be liable for the payment of such taxes to GFA.

(b) Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on GFA's net income or receipts, or such other taxes based on GFA doing business in any particular jurisdiction.

21. *Anti-Piracy/Non-Solicitation.* During and for a period of one year following the date on which Contractor last provides services to Client pursuant to this Agreement ("Employee Non-Solicitation Period"), Client agrees that it will not, alone or with others, directly or indirectly, solicit for employment, hire, or employ, or assist any other entity or person in soliciting for employment, hiring, or employment any employee or contractor who is or who is hereafter employed or engaged by the Contractor. The Employee Non-Solicitation Period shall be tolled while Client is in breach hereof.

22. *Non-Subornation.* Each Party agrees that in performance of its obligations under this Agreement, it will not make or offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with this Agreement.

23. *Miscellaneous*

(a) *Proposal Agreement.* All references to the Proposal Agreement herein shall include these Standard Terms and Conditions.

(b) *Governing Law.* Unless otherwise provided, the substantive law of the state of Florida will govern the validity of the Proposal Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement.

(c) *Assigns.* The Client may not delegate, assign, sublet or transfer his, hers or its duties, obligations or interests in the Proposal Agreement without the written consent of GFA

(d) *Prevailing Fee Schedule.* The rates and fees for items for services that may be required but are outside of the scope of the proposal shall be, unless otherwise agreed to in writing by the parties prior to performing the additional services, that which is described in GFA's then prevailing published rates and fee schedule.

(e) *Severability.* In the event any provision of the Proposal Agreement or these Standard Terms and Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

(f) *Entire Agreement.* The Proposal Agreement constitutes the entire understanding between the parties hereto in relation to the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written. No modification, amendment or other change may be made to the Proposal Agreement or any part thereof unless reduced to writing and executed by authorized officer of both parties.

(g) *Paragraph Headings.* Paragraph headings are for convenience only and shall not be a part of the Proposal Agreement.

(h) *Waiver.* Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Proposal Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Proposal Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

(i) *Survival.* The provisions of the Proposal Agreement that by their nature and content are intended to survive the performance hereof, shall so survive the completion and termination of the Proposal Agreement. Without limiting the generality of the foregoing, Articles 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 22 and 24 of these Terms and Conditions shall so survive.

Revised 4/28/14

**DISTRIBUTION INFORMATION REQUEST FORM**

Date _____
Attention _____
Project _____

GFA Project # _____
Fax # _____
Permit # _____

The following Names, Addresses and Permit Numbers need to be supplied to us in order to assist in the distribution of reports for your construction project. Your cooperation in quickly responding will assure no delay in the completion of your construction operations and the distribution of all your reports.

Please remit this information via fax to the Distribution department at (561) 347-0868. Please do not hesitate to call with any questions at (561) 347-0070. Thank you.

Note: Reports will be distributed promptly to a maximum of three (3) interested parties without charge (Ex. Building Department, Owner, Contractor). Additional reports will be billed at 1% of the monthly invoice for each additional party. All GFA services must be paid in full, including the final letter, prior to delivery of any Final Letters of Compliance.

Client Information

Company: _____
Attention: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Please Choose From the Following Options:

COPIES _____ # Of Copies _____
ORIGINALS _____ # Of Originals _____
EMAIL _____ Email Address: _____

General Contractor

Company: _____
Attention: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Please Choose From the Following Options:

COPIES _____ # Of Copies _____
ORIGINALS _____ # Of Originals _____
EMAIL _____ Email Address: _____

Architect of Record

Company: _____
Attention: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Please Choose From the Following Options:

COPIES _____ # Of Copies _____
ORIGINALS _____ # Of Originals _____
EMAIL _____ Email Address: _____

Building Department

Company: _____
Attention: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Please Choose From the Following Options:

COPIES _____ # Of Copies _____
ORIGINALS _____ # Of Originals _____
EMAIL _____ Email Address: _____

Engineer of Record

Company: _____
Attention: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Please Choose From the Following Options:

COPIES _____ # Of Copies _____
ORIGINALS _____ # Of Originals _____
EMAIL _____ Email Address: _____

Other

Company: _____
Attention: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Please Choose From the Following Options:

COPIES _____ # Of Copies _____
ORIGINALS _____ # Of Originals _____
EMAIL _____ Email Address: _____

ATTACHMENT - F

**Palm Beach County Water Utilities Department
Contract for Consulting / Professional Services;
Utility Distribution and Collection System Engineering Services
Resolution #2017-0817 Contract Dated June 20, 2017**

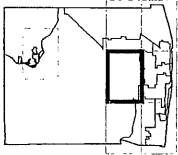
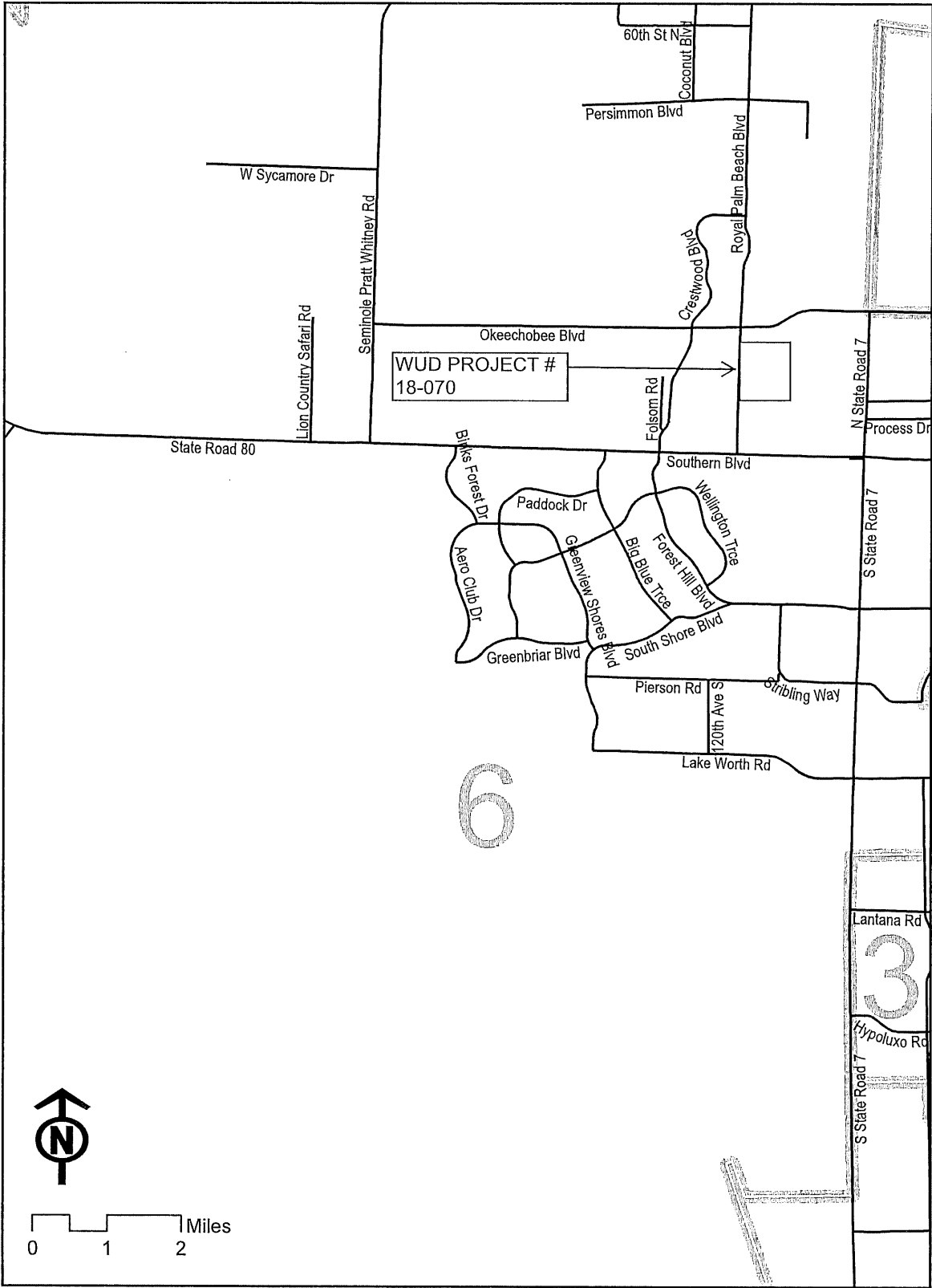
AUTHORIZATION STATUS REPORT

**SUMMARY OF
SBE-M/WBE MINORITY BUSINESS TRACKING**

Master Contract Goal: 90(%)	SBE
Current Proposal	
Value of Authorization No. <u>9</u>	\$215,748.98
Value of SBE-M/WBE Letters of Intent	\$190,664.00
Actual Percentage	88.37%
Signed/Approved Authorizations	
Total Value of Authorizations	\$ 471,458.08
Total Value of SBE-M/WBE Signed Subcontracts	\$ 428,508.08
Actual Percentage	90.88%
Signed/Approved Authorizations Plus Current Proposal	
Total Value of Authorizations	\$ 687,207.06
Total Value of Subcontracts & Letters of Intent	\$ 619,172.08
Actual Percentage	90.09%

Project Location

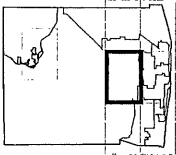
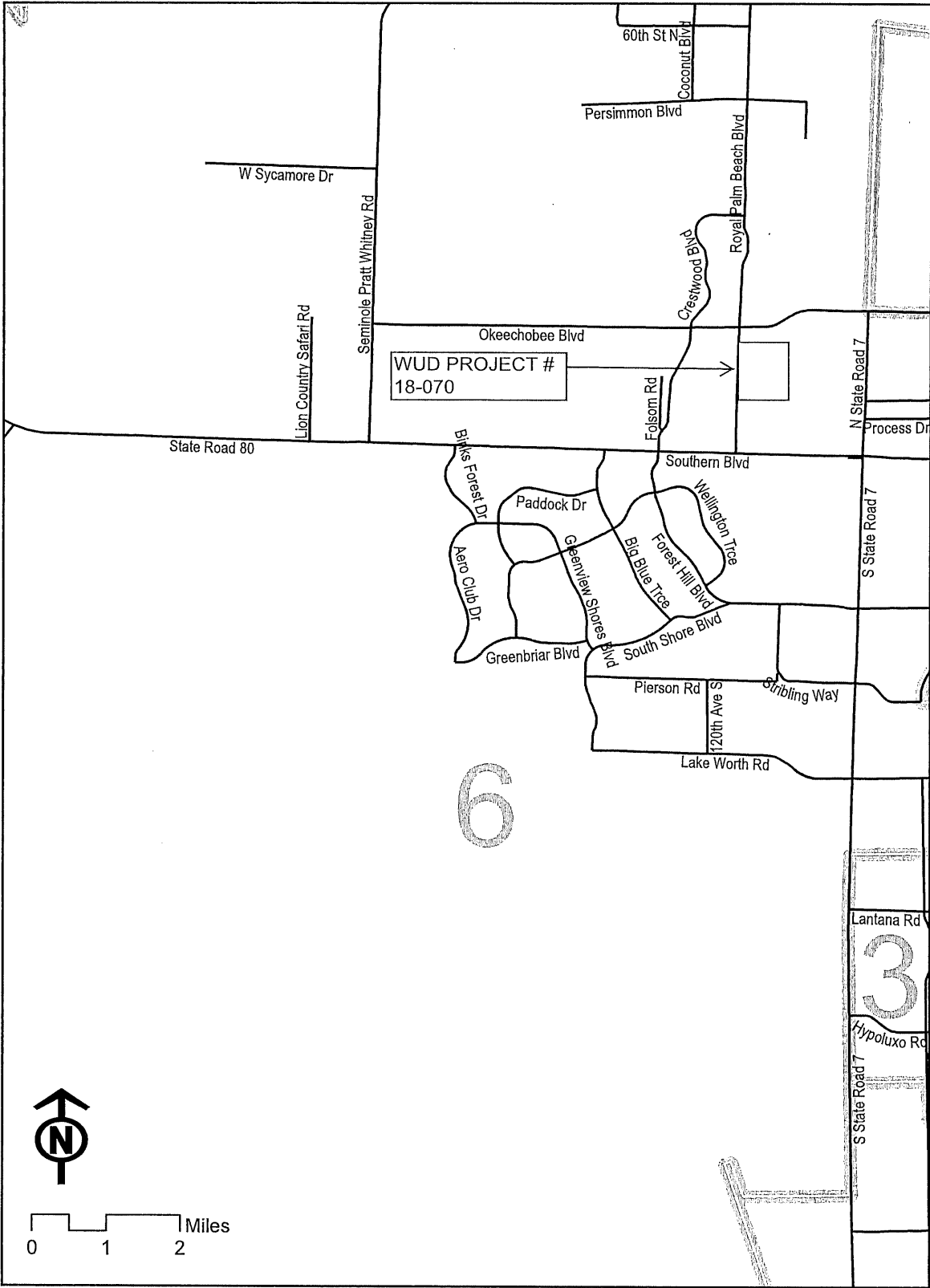
ATTACHMENT #G
OF CONSULTANT SERVICE AUTHORIZATION #9
KESHAVARZ & ASSOCIATES, INC
WUD # 18-070




Location Sketch

Project Location

ATTACHMENT #2
OF CONSULTANT SERVICE AUTHORIZATION #9
KESHAVARZ & ASSOCIATES, INC
WUD # 18-070



Location Sketch



STATUS BY PROJECT

AM BEST

CANCELLED

INSURED

COMPLIANT

NON-COMPLIANT

COVERAGES

SUMMARY PROBLEMS

EXPIRATION

SPECIAL ISSUES

MISSING POLICIES

Log out

Dashboard

Select a Project

Add a Contract

Locate a Contract

Summary of Contracts

Connect to ITS Live Support

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, October 25, 2018

Simple View

Certificate Images

Documents

Call Log

Insured: **Keshavarz & Associates, Inc.** Insured ID: 17-005-PBC_2

Status: **Compliant**

ITS Account Number: **PLC2674**

Project(s): **Palm Beach County - Water Utilities - (Active)**

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 7/1/2019			
General Aggregate:	\$500,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$0	\$0	
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 7/1/2019			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u> WC Stat. Limits			
Expiration: 7/1/2019			
<u>Professional Liability</u>			
Expiration: 7/1/2019			
Each Occurrence:	\$3,000,000	\$3,000,000	
Aggregate Limit:	\$3,000,000	\$3,000,000	

Notifications (Show All)

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal