PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:

December 17, 2019

Consent [X]
Public Hearing []

Regular []

Department:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Task Order No. 2 to the Consulting/Professional Services Southern Region Water Reclamation Facility (SRWRF) Engineering Services for Headworks and Effluent Transfer Pumping Improvements (Contract) with Hazen and Sawyer, P.C., (Consultant) for a total amount of \$234,352.46.

Summary: On July 12, 2016, the Board of County Commissioners (BCC) approved the Water Utilities Department (WUD) Contract (R2016-0905) with the Consultant to provide design, permitting, bidding and construction phase services for the Southern Region Water Reclamation Facility Headworks and Effluent Transfer Pumping Improvements (Project). Work Task Order No. 2 includes additional construction phase services necessary to support WUD in successfully constructing the Project. The additional construction phase services include; construction progress meetings, responses to requests for information (RFIs), review of contractor payment requests, review of change orders and resident project representative support. The Contract was procured under the requirements of the 2002 Small Business Enterprise (SBE) Ordinance (R2002-0064) prior to the adoption of the new Equal Business Opportunity (EBO) Ordinance on October 16, 2018. The SBE participation goal established under the 2002 SBE Ordinance was 15% overall participation. The Contract provides for 20% SBE participation. Work Task Order No. 2 includes an overall SBE participation of 19.21% MBE (H). The cumulative participation, including Work Task Order No. 2, is 35.49% SBE which includes 22.76% MBE (H) and 12.73% WBE. Consultant is headquartered in New York, New York, but maintains an office in Palm Beach County from which the majority of the work will be undertaken. The Project is included in the WUD FY20 budget. (WUD Project No. 15-095) District 5 (MJ)

Background and Justification: On July 12, 2016, the BCC approved a contract with Consultant for professional engineering services including design, permitting, bidding and construction phase services for the Contract (R2016-0905). On September 12, 2017, the BCC approved a Contract with Kirlin Florida, LLC, (Contractor) for the construction of the Project (R2017-1357). On March 12, 2019, the BCC approved Work Task Order No. 1 with Consultant for additional construction phase services (R2019-0323). On July 2, 2019 the BCC approved Amendment No. 1 (R2019-0965) to extend the term of the Contract with Consultant an additional 274 calendar days. The Project has experienced delays in construction and continues to forecast slippage in the construction schedule. Work Task Order No. 2 includes; an additional nineteen (19) construction progress meetings, thirty-five (35) responses to RFIs, nine (9) contractor payment request reviews, thirty-one (31) cost proposals and nine (9) months of support from a Resident Project Representative.

Attachments:

- 1. Four (4) Originals of Work Task Order No. 2
- 2. Location Map
- 3. Certificate of Liability Insurance

Recommended By:	Jim Stile	11-14-19	
•	ODepartment Director	Date	
Approved By:	Hel John	11127/19	
,	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years		2020	2021	2022	2023	2024
Capital Expendi Operating Costs External Revent Program Income In-Kind Match C	s ues e (County)	\$234,353 0 0 0 0 0		<u>0</u> <u>0</u> <u>0</u> <u>0</u> <u>0</u>	0000	<u>0</u>
NET FISCAL IM	IPACT	<u>\$234,353</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL POSITIONS (Co		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Accour	nt No.: Fund	<u>4011</u> Dept	<u>721</u>	Unit <u>W010</u>	Object	<u>6545</u>
Is Item Included	in Current Budç	get?		Yes X	No	
Does this item in	nclude the use o	of federal funds?		Yes	No <u>X</u>	
		Reporti	ng Cate	gory <u>N/A</u>		
B. Recomm	ended Sources	s of Funds/Sum	ımary o	f Fiscal Impa	ct:	
One (1) ti	me expenditure	from user fees,	connec	tion fees and	balance brou	ight forward.
C. Departm	ent Fiscal Revi	ew:	>			
		III. <u>REVIEW (</u>	COMME	NTS		
A. OFMB Fiscal and/or Contract Development and Control Comments: Delign 11 15 19						
Milly	√ OFMB	CAN !	s d	ontract Develo	opment and (fontrol //
B. Legal Su	fficiency:	·				
As	Sistant County A	///25/ Attorney	19			
C. Other De	partment Revie	ew:				

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

Department Director

WORK TASK ORDER NO. 2

Palm Beach County Water Utilities Department CONSULTING/PROFESSIONAL SERVICES

Southern Region Water Reclamation Facility

Engineering Services for Headworks and Effluent Transfer Pumping Improvements

Resolution # R2016-0905 Contract Dated July 12, 2016

	t Title: Southern Region Water Reclamation Facility Engineering Services for Headworks fluent Transfer Pumping Improvements
WUD I	Project No.: <u>15-095</u>
Consu	Iltant: Hazen and Sawyer, P.C.
Addre	ss: 2101 NW Corporate Boulevard, Suite 301, Boca Raton, FL 33431-7343
Budge	et Line Item No. 4011 - 721 - W010 - 6545
Distric	et No.:5
reques phase meetin	Vork Task Order provides for: Additional engineering services during construction as sted by the Water Utilities Department (WUD) to assist in the execution of the construction of the project. The additional construction phase services include additional progress gs, submittal reviews, responses to Contractor requests for information (RFIs), preparation view of requests for proposals, resident project representation and project management.
	(See ATTACHMENT A for detailed scope of services)
	ontract provides for <u>20.0</u> % SBE participation. This Work Task Order includes <u>19.21</u> % I participation. The cumulative SBE participation including this Work Task Order is %.
1. 5	Services completed by the Consultant to date :
5	See ATTACHMENT B.
2. (Consultant shall begin work upon receipt of Notice to Proceed correspondence.
	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 \$ 209,723.72
I	3. Fixed price of <u>\$ 24,628.74</u>
(C. Total \$ 234,352.46
1 1	This Work Task Order 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.

WORK TASK ORDER NO. 2

Palm Beach County Water Utilities Department CONSULTING/PROFESSIONAL SERVICES Southern Region Water Reclamation Facility

Engineering Services for Headworks and Effluent Transfer Pumping Improvements

Resolution # R2016-0905 Contract Dated July 12, 2016

Project Title Southern Region Water Reclamation Facility Engineering Services for Headworks and Effluent Transfer Pumping Improvements

WUD	Project	No.:	15-095	

- 5. SBE participation is included in **ATTACHMENT C** under this Work Task Order. The attached Schedule 1 defines the SBE applied to this Work Task Order and Schedule 2 establishes the SBE contribution from each Sub-Consultant (Letter of Intent to perform as an SBE).
- 6. This Work Task Order does not amend, change, or modify the Contract dated <u>July 12, 2016</u> which remains in full force and effect.
- 7. All Attachments to this Work Task Order are incorporated herein and made a part of this Work Task Order.

WORK TASK ORDER NO. 2

Palm Beach County Water Utilities Department CONSULTING/PROFESSIONAL SERVICES Southern Region Water Reclamation Facility

Engineering Services for Headworks and Effluent Transfer Pumping Improvements

Resolution # R2016-0905 Contract Dated July 12, 2016

Project Title : <u>Southern Region Water Reclan</u> and Effluent Transfer Pumping Improvements	mation Facility Engineering Services for Headwo	<u>orks</u>
WUD Project No.: 15-095		
IN WITNESS WHEREOF, this Work Task On and obligations of the aforementioned Contra	rder is accepted, subject to the terms, conditinct.	ions
PALM BEACH COUNTY, A POLITICAL SUBI	DIVISION OF THE STATE OF FLORIDA	
Sharon R. Bock, Clerk & Comptroller, Palm Beach County	Palm Beach County, Board of County Commissioners	
ATTEST:		
Signed:	Signed: Mayor Jc	
	iolatiq Mayor Jc	ఎ
Typed Name:	Date	
Approved as to Form and Legal Sufficiency	CONSULTANT: HAZEN AND SAWYER	R, P.C.
Signed:	(Signature)	
Typed Name:County Attorney	Albert Muniz/Vice President (Name and Title) /b / + 8 / 19	
STATE OF FLORIDA COUNTY OF Palm Beach	Date	
The foregoing instrument was acknowledged before by Albert Munic as	ore me this 18th day of October, 20 Vice President	,19,
TERESA MCNALLY MY COMMISSION # GG 014320 EXPIRES: August 6, 2020 Bonded Thru Notary Public Underwriters (PTITIL, T)	(Signature of Notary Public - State of Notary Public ype, or Stamp Commissioned Name of Notary Public	,
Personally KnownX_OR Produced Identifica	ationType of Identification Produced	

LIST OF ATTACHMENTS

WORK TASK ORDER NO. 2

Palm Beach County Water Utilities Department CONSULTING/PROFESSIONAL SERVICES Southern Region Water Reclamation Facility Engineering Services for Headworks and Effluent Transfer Pumping Improvements

Resolution # R2016-0905 Contract Dated July 12, 2016

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

ATTACHMENT - A

SCOPE OF SERVICES

WUD Project No.: 15-095

Project Title: Southern Region Water Reclamation Facility Engineering Services for Headworks

and Effluent Transfer Pumping Improvements

INTRODUCTION

On July 12, 2016 Palm Beach County Board of County Commissioners (COUNTY) entered into an agreement entitled Contract for Engineering Services for Southern Region Water Reclamation Facility Headworks and Effluent Transfer Pumping Improvements – Palm Beach County Water Utilities Department Project No. WUD 15-095 (CONTRACT) with Hazen and Sawyer, P.C. (CONSULTANT) to provide engineering services for design, permitting assistance, bidding support and construction services.

BACKGROUND

The above referenced professional services are related to Palm Beach County Water Utility Department's (WUD) Southern Region Water Reclamation Facility (SRWRF). The project aims to enhance operational efficiency by replacing aging infrastructure in the pretreatment building and the effluent pump station. The scope for this project includes, but is not limited to, replacement of three (3) existing influent screens with four (4) new center flow band screens and associated upgrades to the screenings handling and disposal systems (such as screenings washer/compactors, screenings conveyance, and truck trailer loading modifications). In addition, the project includes the replacement of the sole existing twenty-five (25) horsepower effluent transfer pump with a new 200 horsepower vertical turbine pump with associated variable frequency drive to match existing 200 horsepower effluent transfer pumps. The new effluent transfer pump has been pre-purchased by the WUD.

The CONTRACT with CONSULTANT had an initial completion date of August 16, 2019. The construction phase of the project commenced on October 27, 2017 and is approximately 85 percent complete. Amendment No. 1 to the CONTRACT was approved by the COUNTY on July 2, 2019 extended the CONTRACT duration an additional 274 days which results in a revised CONTRACT completion date of May 17, 2020. The additional time incorporated into the CONTRACT was a direct result of delays experienced during the construction phase of the project. Additional engineering services during construction have been requested, by WUD, to provide continued support and assistance with the execution of the project. It is estimated that additional engineering services during construction will be required for 274 calendar days. The additional construction phase services includes additional meetings, submittal reviews, Contractor Requests for Information (RFIs), preparation and review of requests for proposals, resident project representation, and project management. A more detailed summary is presented below.

ADDITIONAL CONSTRUCTION PHASE SCOPE OF SERVICES

Task 4 - Construction Contract Administration Services

The CONSULTANT will provide additional services as identified below for the management of engineering tasks for the additional 274 day duration of the project's construction phase. Such management activities will include project coordination with COUNTY, general coordination with the Contractor, scheduling, pay requests, and general correspondence with COUNTY and the Contractor.

4.1 – Pre-Construction and Monthly Progress Meetings

CONSULTANT will attend meetings with COUNTY and the Contractor. As a minimum, one (1) representative of CONSULTANT will attend the project progress meetings (i.e., the Project Manager) together with the Resident Project Representative (RPR) to discuss the project progress. CONSULTANT will chair the progress meeting and prepare and issue meeting minutes. Additional CONSULTANT or sub-consultant team members will attend periodically to address specific subject matter as issues arise during the course of the construction work.

The original CONTRACT and Work Task Order No. 1 had assumed a total of 42 progress meetings. At the request of WUD, project progress meetings are held bi-weekly. Based upon biweekly meetings, 19 additional meetings are anticipated for the additional 274 calendar day duration of the construction phase of the project.

4.2 – Submittals

CONSULTANT will consult with the COUNTY concerning the acceptability of substitute materials and equipment proposed by the apparent low bidder. CONSULTANT will review shop drawings, diagrams, illustrations, catalog data, schedules and samples, equipment Operation and Maintenance (O&M) manuals, results of laboratory tests and inspections, equipment factory test certifications, equipment manufacturer certificates of proper installation, and other data that Contractors are required to submit for conformance with the design concept of the Project and compliance with the provisions of the Contract Documents. In addition, CONSULTANT will receive and review items to be delivered by the Contractor(s) pursuant to the Contract Documents, including but not limited to maintenance and operating instructions, schedules, guarantees, warranties, bonds and certificates of inspection, tests and approvals. CONSULTANT will provide written comments and recommendations concerning their completeness under the Contract Document.

The original CONTRACT and Work Task Order No. 1 had assumed a total of 265 shop drawings and O&M manuals were to be processed by Hazen with an effort of four (4) hours per submittal anticipated throughout the course of the construction phase of the project. The actual quantities of shop drawings and O&M manuals will exceed the assumed amount with a total of 299 shop drawings and O&M manuals now anticipated, this equates to 34 submittals beyond the 265 previously assumed for this task. The level of effort for the additional submittals remains at approximately four (4) hours per submittal.

4.3 – Interpretations, Clarifications and Change Orders

CONSULTANT will issue interpretations and clarifications of Contract Documents during

construction, and evaluate requests for substitutions or deviations from the Contractor Documents. CONSULTANT will notify COUNTY of any such requested deviations or substitutions, and when reasonably necessary, provide COUNTY with a recommendation concerning same.

CONSULTANT will negotiate with the Contractor the scope and cost of contract change orders using as a basis for such negotiations data or other information, emanating from the Contract Documents, including but not limited to the construction contract, general and special conditions, bid sheet, technical specifications, plans, shop drawings, material specifications, and proposed material and labor costs. CONSULTANT will prepare, recommend and submit for COUNTY's approval such change orders or work change directives.

The original CONTRACT and Work Task Order No. 1 had assumed a total of 100 requests for information (RFIs) were to be addressed by CONSULTANT with an effort of four (4) hours per RFI. The actual number of RFIs submitted by the Contractor exceed the assumed amount with a total of 135 RFIs now anticipated which is 35 beyond the 100 RFIs assumed. The level of effort for the additional RFI's remains at approximately four (4) hours per submittal.

The original CONTRACT had assumed a total of six (6) change orders/work change directives were to be addressed by Hazen with an effort of eight (8) hours per submittal. The actual number of change orders/work change directives exceed the assumed amount with a total of 31 now anticipated which is 25 beyond the six (6) change orders/work change directives initially assumed. The level of effort for the additional change orders/work change directives remains at approximately eight (8) hours per submittal.

Task 5 – Resident Project Representative

The CONSULTANT will provide a RPR as described herein for the duration of the construction project to observe construction and monitor work. The RPR will be approved by the COUNTY.

5.1 – Resident Project Representative

CONSULTANT will provide a RPR for field observation of the construction to help determine whether the general provisions of the Contract Documents are being fulfilled and to reasonably protect COUNTY against defects and deficiencies in the work of the Contractor. Compensation in Schedule A is based on 20 month construction duration (i.e., Notice to Proceed through Final Completion) and a total resident project representation level of effort based on 1,540 hours. In addition:

- CONSULTANT, working principally through the Contractor's Superintendent, will assist the Contractor in the understanding the intent of the Contract Documents; and will assist COUNTY staff in serving as COUNTY's liaison with the Contractor
- Based on available information, the CONSULTANT will verify that tests, equipment and
 system startup are conducted in the presence of appropriate personnel and that the Contractor
 maintains adequate records thereof; and observe, record, and report appropriate details
 relative to the test procedures and startup to COUNTY and appropriate regulatory agencies.
 Based upon available information, CONSULTANT will verify and certify to COUNTY that

the constructed facilities properly operate and are in general conformance with the Contract Documents and specifications.

- CONSULTANT will keep a diary or log book, recording date relative to questions of Work Directive Changes, Change Orders, or changed conditions, and observations in general
- CONSULTANT will prepare a daily report for each day the RPR is on site, and submit said reports in electronic PDF format to the COUNTY on a weekly basis

CONSULTANT will notify COUNTY and CONTRACTOR in writing when unsafe working conditions or safety violations are observed.

The original CONTRACT had assumed a total of 1,540 hours of resident project representation over the 20 month construction duration (i.e., Notice-to-Proceed through Final Completion) with resident project representation commencing approximately during the third month of the construction schedule. The additional time incorporated into the CONTRACT through Amendment 1 increases the construction duration by nine (9) months. Additional resident project representation services are required for the additional nine (9) month construction duration. The level of effort for the additional resident project representation will remain at the same effort as that assumed in the original CONTRACT and amounts to approximately 768 additional hours of resident project representation over the nine (9) month duration.

Task 7 – Project Management

Throughout the duration of the project (i.e., design through construction), CONSULTANT will provide project controls and management services to continually monitor the project for proper staff utilization, schedule, and design coordination. CONSULTANT will provide monthly reports to the COUNTY's project manager within the first 7 calendar days of every month, a status update including:

- Narrative of work accomplished during the previous month compared to the last month's projection and anticipated work for upcoming month
- Progress chart
- Change log
- Schedule milestones
- Schedule Gant chart

The original CONTRACT had assumed a total of 24 months for project management responsibilities including 24 Monthly Project Control progress reports. Additional project management responsibilities will be required for the additional 9 months of time added to the CONTRACT through Amendment 1. The level of effort for the additional project management responsibilities will remain at the same effort as that assumed in the original CONTRACT.

ATTACHMENT - B

SUMMARY AND STATUS OF WORK TASK ORDERS

	WUD Project	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	Ap _i By	proved Date
	15-095	Headworks Screenings and Effluent Pumping Improvements	Approved	\$1,286,670.00	\$548,980.00	42.66	ВСС	07-12-2016
WTO No.1	15-095	Headworks Screenings and Effluent Pumping Improvements – Work Task Order No. 1	Approved	\$152,278.00	\$0.00	0.00	ВСС	03-12-2019
WTO No. 2	15-095	Headworks Screenings and Effluent Pumping Improvements – Work Task Order No. 2	Pending	\$234,352.46	\$45,029.78	19.21	ВСС	Pending
Amendment No. 1	15-095	Headworks Screenings and Effluent Pumping Improvements – Amendment No. 1	Approved	\$0.00	\$0.00	0.00	ВСС	07-02-2019
				· · · · · · · · · · · · · · · · · · ·			manustan -	

B-1 Revised 9-25-19

ATTACHMENT C

OEBO SCHEDULE 1

Office of Equal Business Opportunity Compliance Programs

C-1 Revised 9-25-19

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: SRWRF Headworks and Effluent Transfer Pumping Improvements				SOLICITATION/PROJECT/BID No.: WUD 15-095 ADDRESS: 2101 NW Corporate Blvd., Suite 301, Boca Raton, FL 33431					
NAME OF PRIME RESPONDENT/BIDDER: Ha	ADDRES	S: 2101 NW Corpor	ate Blvd., Suite 301,	Boca Raton, FL 334	31				
CONTACT PERSON: Albert Muniz, P.E.		* · · · · · · · · · · · · · · · · · · ·		PHONE NO.: 561-997-8070 E-MAIL: amuniz@hazenandsar				nazenandsawyer.com	
OLICITATION OPENING/SUBMITTAL DATE:				DEPARTI	MENT:				
LEASE LIST THE DOLLAR AMOUNT C LEASE ALSO LIST THE DOLLAR AMO PROJECT.	OR PERCE UNT OR F	NTAGE OF WO PERCENTAGE C	PRK TO BE C OF WORK TO	COMPLETED BY T O BE COMPLETE	HE PRIME CON D BY ALL SUBC	NTRACTOR/COI ONTRACTORS/	NSULTANT ON SUBCONSULTA	THIS PROJECT NTS ON THE	
	(Che <u>Non-SBE</u>	ck all Applicable Cate	SBE		DOLLAR AMO	OUNT OR PERCENTA	GE OF WORK		
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Hazen and Sawyer, P.C. 2101 NW Corporate Blvd., Suite 301 Boca Raton, Florida 33431	\checkmark						\$189,322.68 ———		
 Holtz Consulting Engineers, Inc. South US Highway One, Suite 206 Jupiter, Florida 33477 		V	√			\$45,029.78			
3.									
4.									
5.									
Please use additional sheets if necessary)			Total			\$45,029.78	\$189,322.68		
otal Bid Price \$234,352.46			Total SBE	- M/WBE Participation					
hereby certify that the above information is accurate	to the best of	f my knowledge:		Albert M	? unij		Vice President		
				Signature			Т	itle	

Note:

- 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
- 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

ATTACHMENT - C

OEBO SCHEDULE 2

Office of Equal Business Opportunity Compliance Programs

OEBO LETTER OF INTENT - SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: _WUD 15-095 SOLICITATION/PROJECT NAME: SRWRF Headworks and Effluent Transfer Pumping Improvements _Subcontractor:_Holtz Consulting Engineers, Inc. Prime Contractor: Hazen and Sawyer, P.C. (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): 10/3/19 - 10/2/22 ☐ BE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☐Male **X** Female ☐ African-American/Black ☐ Asian American □ Supplier ☐ Caucasian American X Hispanic American ☐Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line Item Description **Unit Price** Quantity/ Total Price/Percentage Contingencies/ ltem Units Allowances 1 Resident Project Representation \$45,029,78 1 0 \$45,029.78 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$45,029.78 If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. N/A N/A Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Hazen and Sawyer, P.C. Holtz Consulting Engineers, Inc. Print Name of Subcontractor/subconsultant Print Name of Prime Albert Munig By: Albert Muniz David F. Holtz Print Name Print Name Vice President Vice President Title Title October 18, 2019 October 18, 2019 Date:

Revised 09/17/2019

ATTACHMENT - D

PROJECT SCHEDULE

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

Engineering Services

Completion Date from Notice to Proceed

Task 4 – Construction Contract Administration

274 calendar days

Task 5 - Resident Project Representative

274 calendar days

Task 7 - Project Management

274 calendar days

ATTACHMENT - E BUDGET SUMMARY

Palm Beach County Water Utilities Department
CONSULTING/PROFESSIONAL SERVICES
Southern Region Water Reclamation Facility
Engineering Services for Headworks and Effluent Transfer Pumping Improvements

Resolution # R2016-0905 Contract Dated July 12, 2016

BUDGET SUMMARY

		Labor Classification and Hourly Rate									
Task No.	Task Description	Vice President	Senior Associate	Associate	Senior Principal Engineer	Engineer	Principal Designer	Designer	Office Support	Total Labor	Sub Consultant Services
4.0	Additional Construction Contract Administration (T&M)	4	147	38	252	137	43	0	4	625	\$0.00
	4.1 - Additional Meetings (19)	4	38	38	38	o	o	0	o	118	\$0.00
	4.2 - Additional Submittals (34)	o	0	o	o	102	34	. 0	o	136	\$0.00
	4.3.1 - Additional Requests for Information (35)	o	o	o	105	35	9	o	4	153	\$0.00
	4.3.2 - Additional Change Orders and Work Change Directives (25)	0	100	o	100	o	o	o	0	200	\$0.00
	4.4 - Additional Pay Requests (9)	o	9	o	9	o	o	o	o	18	\$0.00
5.0	Additional Resident Project Representative (T&M)	o	144	o	288	О	о	o	o	432	\$45,029.78
7.0	Additional Project Management (Lump Sum)	30	50	15	0	20	o	12	40	167	\$0.00
	SUB-TOTAL Hours	34	341	53	540	157	43	12	44	1,224	\$45,029.78
	Labor Raw Costs	\$72.50	\$65.16	\$55.50	\$50.00	\$35.18	\$37.84	\$27.84	\$22.66		
	Labor Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
	Labor Sub-Total	\$7,395.00	\$66,658.68	\$8,824.50	\$81,000.00	\$16,569.78	\$4,881.36	\$1,002.24	\$2,991.12		
	Labor Total									\$189,322.68	
	Sub-consultant Labor Total										\$45,029.78
	Sub-consultant Multiplier	-									1.0
	Sub-consultant Total	-									\$45,029.78
	Painshumahla Euranaa										\$0
	Reimbursable Expenses								*		40
	Project Total										\$234,352.46

Revised 9-25-19



October 10, 2019

Mr. Albert Muniz, P.E. Hazen and Sawyer, P. C. 2101 NW Corporate Blvd, Suite 301 Boca Raton, FL 33431

Subject: PBC WUD Southern Region WRF Screening Improvements

Dear Mr. Muniz,

Holtz Consulting Engineers, Inc. (HCE) is pleased to submit this proposal for engineering services to assist Hazen & Sawyer, P. C. (Hazen) with Resident Project representative (RPR) services for the Southern Region Water Reclamation Facility (SRWRF) for the Palm Beach County Water Utilities Department (PBCWUD).

SCOPE OF SERVICES

Task 1 – Resident Project Representative

Provide a part-time RPR as described herein for an additional 274 days to observe construction and monitor work. The RPR will be approved by the COUNTY. The part-time RPR will provide field observation of the construction to help determine whether the general provisions of the Contract Documents are being fulfilled and to reasonably protect COUNTY against defects and deficiencies in the work of the Contractor. In addition:

- Attend 19 additional progress meetings with COUNTY and the Contractor. It is assumed that these project progress meetings will be held monthly during the additional construction period.
- Assist CONSULTANT with coordination of submittals in the field as needed.
- Assist CONSULTANT as needed with interpretations and clarifications of Contract Documents during construction, and evaluate requests for substitutions or deviations from the Contractor Documents.
- The Resident Project Representative (RPR) will review the Contractor's monthly applications for payment and accompanying data and recommend approval of payments due to the Contractor.
- RPR, working principally through the Contractor's Superintendent, will assist the Contractor in the understanding the intent of the Contract Documents; and will assist COUNTY staff in serving as COUNTY's liaison with the Contractor



- Based on available information, the RPR will verify that tests, equipment and system startup are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report appropriate details relative to the test procedures and start-up to COUNTY and appropriate regulatory agencies. Based upon available information, RPR will verify and certify to COUNTY that the constructed facilities properly operate and are in general conformance with the contract documents and specifications
- RPR will keep a diary or log book, recording date relative to questions of Work Directive Changes, Change Orders, or changed conditions, and observations in general
- RPR will prepare a daily report for each day the RPR is on site, and submit said reports in electronic PDF format to the COUNTY on a weekly basis
- RPR will notify COUNTY and CONTRACTOR in writing when unsafe working conditions or safety violations are observed

COMPENSATION

Professional fees for the Scope of Services for HCE to provide the part-time RPR to Hazen for the project as outlined above for an additional 274 calendar day duration shall be an upper-limit amount of \$45,029.78.

We appreciate the opportunity to work with you on this project.

Sincerely,

HOLTZ CONSULTING ENGINEERS, INC.

David F. Holtz, P.E., BCEE

K) aur f Holt

Vice President

Palm Beach County Water Utilities Department

Engineering Services for Headworks and Effluent Transfer Pumping Improvements (Project No. WUD 15-095) Holtz Consulting Engineers, Inc.

Task No.	Description	Principal Project Manager \$203.33	Construction Coordinator / RPR \$134.26	Administrative Support \$72.26	Total Hours	Cost
		e and iba			H. J. J.	
1	Resident Proj. Representation Total	6	322	8	336	\$45,029.78 \$45,029.78
	Project Total	6.11	522	8	305	\$45,029.78
						\$45,029.78
	Labor Raw Hourly Rate	\$67.777	\$44.754	\$24.087		
	Labor Mulitplier Labor Hourly Charge Rate	3.00 \$203.33	3.00 \$134.26	3.00 \$72.26		

ATTACHMENT - F

Palm Beach County Water Utilities Department CONSULTING/PROFESSIONAL SERVICES

Southern Region Water Reclamation Facility
Engineering Services for Headworks and Effluent Transfer Pumping Improvements

Resolution # R2016-0905 Contract Dated July 12, 2016

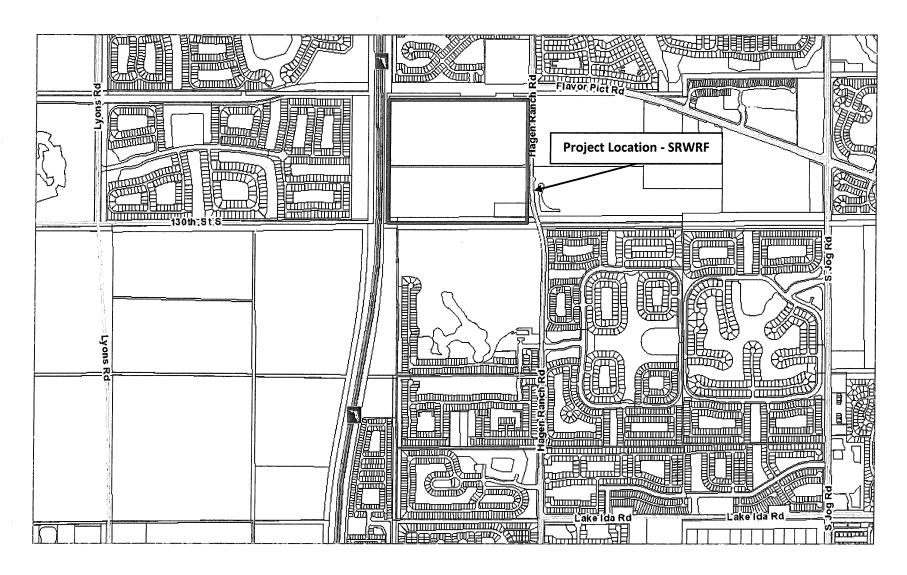
WORK TASK ORDER STATUS REPORT

SUMMARY OF SBE-M/WBE MINORITY BUSINESS TRACKING

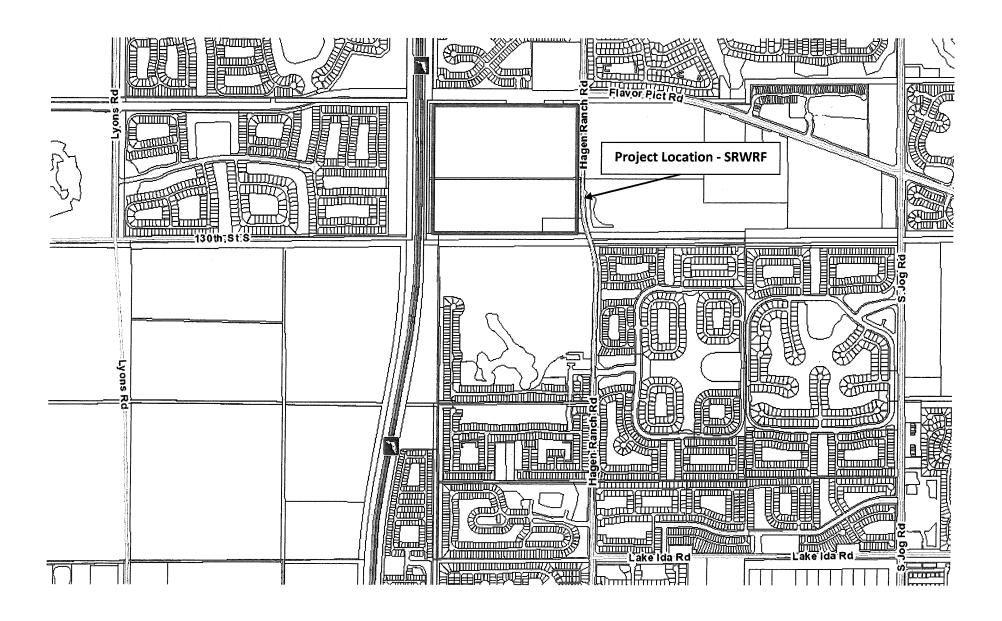
Master Contract Goal: 20.0 (%)	SBE
Current Proposal	
Value of Work Task Order No. 2	\$234,352.46
Value of SBE-M/WBE Letters of Intent	\$45,029.78
Actual Percentage	<u>19.21_</u> %
Signed/Approved Work Task Orders	
Total Value of Work Task Orders	\$1,438,952.61
Total Value of SBE-M/WBE Signed Subcontracts	\$548,980.00
Actual Percentage	<u>38.15</u> %
Signed/Approved Work Task Orders Plus Current Proposal	
Total Value of Work Task Orders	\$1,673,305.07
Total Value of Subcontracts & Letters of Intent	\$594,009.78
Actual Percentage	35 49 %

ATTACHMENT - G

Location Map



ATTACHMENT 2 Location Map



ATTACHMENT 3

HAZE&SA-01

REVISION NUMBER:

X PER STATUTE

3/29/2020 Per Claim/Aggregate

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$

KGODWIN

1,000,000

1,000,000

1,000,000

3,000,000

ATE (MM/DD0000)

CERTIFICATE OF LIABILITY INSURANCE

ACORD

COVERAGES

DATE (MM/DD/YYYY) 11/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:						
Ames & Gough 8300 Greensboro Drive	PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 8	327-2279					
Suite 980	E-MAIL ADDRESS: admin@amesgough.com						
McLean, VA 22102	INSURER(S) AFFORDING COVERAGE						
	INSURER A: Hartford Fire Insurance Company A+ (XV)						
INSURED	INSURER B: Hartford Casualty Insurance Company A+ (XV) 29424						
Hazen and Sawyer	INSURER C: Twin City Fire Insurance Company A+ (XV)						
498 Seventh Avenue	INSURER D : Continental Casualty Company (CNA) A, XV						
New York, NY 10018	INSURER E:						
	INSURER F:						

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) ADDL SUBR TYPE OF INSURANCE 1 000 000 COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 1,000,000 42UUNBH8062 3/29/2019 3/29/2020 \$ Contractual Liab. 10.000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY X PRO- X LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 AUTOMOBILE LIABILITY X ANY AUTO 42UENBH7997 3/29/2019 3/29/2020 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per ac PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY Comp./Coll. Ded 1.000 LIMBRELLA LIAR OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project #WUD 15-095 – Southern Region Water Reclamation Facility Engineering Services for Headworks and Effluent Transfer Pumping Improvements

3/29/2019

3/29/2019

3/29/2020

42WBAD0SYE

AFH008231489

Palm Beach County, Board of County Commissioners, a political subdivision of the State of Florida and Palm Beach County Water Utilities Department, its officers, directors, agents and employees are included as additional insured with respect to General Liability and Automobile Liability when required by written contract per attached endorsements. General Liability and Workers Compensation policies include a waiver of subrogation per attached endorsements in favor of the additional insureds where permissible by state law and when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33413	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Dankmed

ACORD 25 (2016/03)

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Professional Liab

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

yes, describe under ESCRIPTION OF OPERATIONS below N

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 42 WB AD0SYE

Endorsement Number:

Effective Date: 03/29/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HAZEN AND SAWYER, D.P.C.

498 FASHION AVE FL 11 NEW YORK NY 10018

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by	
	Authorized Representative

Form WC 00 03 13 Printed in U.S.A. Process Date: 03/25/19

Policy Expiration Date: 03/29/20