PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:

February 11, 2020

Consent [X]

Regular []

Public Hearing []

Department:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 7 to the Consulting/Professional Services for Wastewater Engineering Services Contract (Contract) with Brown and Caldwell (Corporation), (Consultant) for the Western Region Wastewater Treatment Facility (WRWWTF) Operations Building Evaluation (Project) for a not to exceed amount of \$165,758.68.

Summary: On June 20, 2017, the Board of County Commissioners (BCC) approved the Water Utilities Department (WUD) Contract (R2017-0813) with Consultant. CSA No. 7 provides for professional engineering services to evaluate the feasibility of replacing the existing Operations Building at WRWWTF as an alternative to implementing improvements to address deficiencies in the existing Operations Building. This 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 by the 2002 SBE Ordinance was 15% overall participation. The Contract provides for 26% SBE participation. CSA No. 7 includes 22.18% SBE participation. The cumulative SBE participation is 21.80%. Consultant is headquartered in Raleigh, North Carolina 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. 20-004) <u>District 6</u> (MJ)

Background and Justification: The WRWWTF located in the City of Belle Glade treats wastewater from the Cities of Belle Glade and South Bay. WUD assumed ownership and operation of the WRWWTF in 2013 from the Glades Utility Authority. A recent study commissioned by WUD found deficiencies in the existing Operations Building that need to be addressed and estimated these improvements at \$3 million. As an alternate approach, WUD will investigate the construction of a new Operations Building at WRWWTF to replace the existing building. The new Operations Building would conform to all necessary building standards and regulations. CSA No. 7 provides for professional engineering and architectural services to develop a concept design and capital estimate for replacement of the Operations Building. The findings of the evaluation will be used, by WUD, to determine whether to construct a new Operations Building to replace the existing building or to retain the existing Operations Building and complete the necessary improvements.

Attachments:

1. Four (4) Originals of the Consultant Services Authorization No. 7

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2. Location Map

3. Certificate(s) of Liability Insurance

Recommended By	: Jim Stile	1-23-2020
•	O Department Director	Date
Approved By:	Wel & Blun	1/27/2020
,	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

7 1.70 . Oa. Oaa.,	, or i lood: impai				
Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match County	\$165,759 <u>0</u> <u>0</u> 0 0 0	<u>0</u> 0 0	<u>O</u> <u>O</u> <u>O</u> <u>O</u>	<u> </u>	<u>0</u>
NET FISCAL IMPACT	<u>\$165,759</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.:	und <u>4001</u> D	ept <u>720</u>	Unit <u>232</u>	<u>3</u> Obje	ct <u>3120</u>
Is Item Included in Current	Budget?	١	es X	No	. Marine
Does this item include the u	use of federal fun	ds? \	′es	No	_X
One (1) time expend forward. C. Department Fiscal					
	III. <u>REVIE</u>	W COMME	NTS		
A. OFMB Fiscal and/o	r Contract Deve	lopment aı	nd Control C	omments:	
OF MB DOLLIN	lulacan put	<u> </u>	Contract Deve	Journal ar	nd Control
B. Legal Sufficiency:	_		, ,-		
Assistant County Att	orney // a	27/2620			

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

C. Other Department Review:

Department Director

Palm Beach County Water Utilities Department Contract for Consulting/Professional Services Wastewater Engineering Services

R	Resolution No. R2017-0813 Contract Dated June 20, 2017
Proje	ect Title: WRWWTF Operations Building Evaluation
NUD	Project No.: <u>20-004</u>
Cons	sultant: Brown and Caldwell (Corporation)
Addr	ress: 1475 Centrepark Boulevard, #210, West Palm Beach, FL 33401
Budg	get Line Item No. <u>4001-720-2323-3120</u>
Distr	rict No.: 6
archi at the Oper verify the n	Consultant Services Authorization (CSA) provides for: Professional engineering and tectural services related to the preparation of concept design for a new Operations Building Western Region Wastewater Treatment Facility (WRWWTF) to replace the existing rations Building. CSA No. 7 provides for the CONSULTANT to conduct an evaluation to; (i) building requirements for new operations building, (ii) develop a concept design, (iii) locate new Operations Building on the existing WRWWTF site so as to not interfere with planned insion(s), and (iv) prepare a Class 5 Opinion of Probable Cost.
	(See ATTACHMENT A for detailed scope of services)
inclu	Contract provides for 26% SBE participation. This Consultant Services Authorization des 22.18% overall participation. The cumulative SBE participation, including this orization is 21.80% .
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 <u>\$165,758.68</u>
	B. Fixed price of \$ N/A
	C. Total <u>\$165,758.68</u>
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.

Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services
Wastewater Engineering Services

Resolution No.	R2017-0813	Contract Dated	June 20, 2017

Project Title: WRWWTF Operations Building Evaluation

WUD Project No.: 20-004

- 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).
- 6. This Authorization does not amend, change, or modify the Contract dated <u>June 20, 2017</u> 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.

Palm Beach County Water Utilities Department Contract for Consulting/Professional Services Wastewater Engineering Services

Resolution No	R2017-0813	_ Cont	ract Dated _	June 20, 2017
Project Title: WRWW	TF Operations Bui	lding Ev	aluation	
WUD Project No.: 20	-004			
IN WITNESS WHERE obligations of the afore			accepted, subj	ect to the terms, conditions and
PALM BEACH COUNT	Y, A POLITICAL S	UBDIVI	SION OF THE	STATE OF FLORIDA
Sharon R. Bock, Clerk Palm Beach County ATTEST:	& Comptroller,			County, Board ommissioners
Signed:		CI	Signed:	
			Dave	Kerner, Mayor
Turned Names				
Typed Name:De	outy Clerk		Date	
	pasy clonic			\wedge
Approved as to Form a Sufficiency	and Legal		CONSULTA	MT: Brown and Caldwell(Corporation)
Signed:				
Typed Name:Count	y Attorney		(Signature) AUSENT (Name and T	Title)
STATE OF FLORIDA				
COUNTY OF	r-pade			
The foregoing instrumen	t was acknowledged	before m	ne this 🏚 da	yof <u>alumber, 2019,</u>
by Albert Perez		as <u> √</u> vw	prendens	
for by wwn and cou	ldmul			~
SUSANNA PRIS State of Florida- Commission My Commiss July 04,	Notary Public # GG 8185 on Expires	Print, Typ	susann	e of Notary Public - State of Florida) Prisuma (mith) mmissioned Name of Notary Public)
Personally Known X	OR Produced Identi	fication_	Type of Id	lentification Produced

Palm Beach County Water Utilities Department Contract for Consulting/Professional Services Wastewater Engineering Services

Resolution No. R2017-0813 Contract Dated June 20, 2017

LIST OF ATTACHMENTS

ATTACHMENT A Scope of Services

ATTACHMENT B Summary and Status of Consultant Services Authorizations

ATTACHMENT C OEBO Schedules 1 and 2

ATTACHMENT D Project Schedule

ATTACHMENT E Budget Summary

ATTACHMENT F Summary of SBE-M/WBE Business Tracking

ATTACHMENT G Location Map

ATTACHMENT A

SCOPE OF SERVICES

WUD Project N	lo.: <u>20-004</u>
Project Title V	VRWWTF Operations Building Evaluation

CONSULTANT shall perform: Engineering services as described below under Scope of Services.

Introduction

Palm Beach County (COUNTY) entered into an agreement entitled Consulting/Professional Services Wastewater Engineering Services (CONTRACT) (R2017-0813) with Brown and Caldwell (Corporation) (CONSULTANT) to provide engineering services in support of its wastewater system. This Consultant Services Authorization (CSA) will be performed under that CONTRACT.

CSA No. 7 encompasses providing professional engineering and architectural services related to the preparation of a concept design for a new Operations Building at the Western Region Wastewater Treatment Facility (WRWWTF). CSA No. 7 provides for the CONSULTANT to; (i) verify the building requirements, (ii) develop a concept design, (iii) locate the new Operations Building on the existing WRWWTF site so as to not interfere with future plant expansion(s), and (iv) develop capital cost estimates for the new Operations Building for budgeting purposes. CSA No. 7 will produce an Evaluation Letter Memorandum summarizing the findings and recommendations from the selection evaluation, along with a conceptual design report and an Opinion of Probable Cost for the new Operations Building. The CONSULTANT will examine available record drawings, site plan(s), existing operational needs, and will conduct site visits to interview COUNTY staff to conceptually define the space utilization requirements of the new Operations Building. The COUNTY will select the alternative that best fits with its current operational needs at the WRWWTF and budgetary constraints.

The findings of this evaluation will be used, by the Water Utilities Department (WUD), to determine whether to construct a new Operations Building to replace the existing building or to retain the existing Operations Building by undertaking the necessary remedial improvements.

Background

The WRWWTF is located at 2055 W. Canal Street North in Belle Glade, Florida. WUD assumed responsibility for WRWWTF in 2013. Recently, elevated moisture levels have been reported in the Operations Building. In response, WUD commissioned a study to investigate the increased moisture levels. The study identified deficiencies within the existing Operations Building that has led to elevated moisture levels. The study also prepared a list of improvements needed to address the building deficiencies and estimated that this work would cost approximately \$2.8 million. Given the significant cost of the remedial improvements, WUD, wishes to evaluate the replacement of the existing Operations Building with a new Operations Building. This engineering evaluation will determine space utilization/footprint requirements for the proposed Operations Building and identify siting considerations to avoid constraining future process use of the site. Once established, two alternatives will be developed for consideration. It is anticipated that the two alternative sites for placement of the proposed building will include; (i) the area currently occupied by the existing maintenance building (which would be incorporated into the proposed building) and, (ii) towards the front of the WRWWTF site in the vicinity of the headworks. It is understood that the proposed building must minimally include both men's and women's restrooms, showers and locker rooms, office space for operations staff, lunch room / meeting room,

laboratory, control room, conditioned storage, data room, main distribution frame (MDF) room, mechanical room, electrical room and instrumentations and controls (I&C) room. The building is assumed to be a two-story building with the upper level housing operations and the lower (ground level) being used for unconditioned storage or alike.

SCOPE OF SERVICES

CONSULTANT shall perform the engineering scope of services as described herein. The proposed services include the following tasks:

- Task 1 Preliminary Activities and Project Management
- Task 2 Data Analysis and Alternative Evaluation
- Task 3 Conceptual Design Report
- Task 4 Final Presentation of Results

Task 1 - Preliminary Activities and Project Management

Objective: Provide project management functions and general coordination.

Activities: Specific Preliminary Activities and Project Management related activities include:

1.1 Project Management

Perform general project coordination and administration activities including correspondence with the COUNTY, quality management, progress reporting, workshop preparation and facilitation, deliverable reviews, meeting preparation and facilitation and invoicing.

1.2 Data Request

CONSULTANT shall prepare and submit a request for information log sheet to the COUNTY within three (3) calendar days of the notice to proceed that includes but isn't limited to WRWWTF site plan, plat, as-built information, geotechnical reports, planning and zoning information, finished floor elevation (FFE) requirements, existing Operations Building processes/needs/functions, and other pertinent information. COUNTY shall furnish readily available information prior to the kickoff meeting to facilitate initial review and clarifications of the information during the meeting.

1.3 Project Kickoff Meeting

 Prepare for and attend a project kickoff meeting. The kickoff meeting will be held at the Central Region Operations Center (CROC). The meeting seeks to confirm the County's goals and objectives, identify project roles, responsibilities, communication protocols for project team members, identify critical success factors, confirm concepts to be evaluated during the alternatives evaluation process, and identify pertinent information in existing planning documents.

Deliverables:

- Monthly payment applications and supporting documentation
- Information request log
- Kick-off meeting agenda and meeting summary

Task 2 – Data Analysis and Alternatives Evaluation

2.1 Data Analysis

<u>Objective</u>: To complete data gathering, and conduct supplemental analysis to conceptually establish finished floor elevation and develop weighted evaluation criteria.

Activities: Specific related activities include:

- 1. CONSULTANT shall compile, reduce and preliminarily evaluate data furnished by the COUNTY under Task 1.
- 2. CONSULTANT shall conduct a review of readily available public records to identify considerations for establishment of the finished floor elevation of the proposed building. The review will consider the 100 yr flood elevation as well as flood impact assessment resulting from a potential breach of the Lake Okeechobee dyke. For conceptual planning purposes, a conservative finished floor elevation will be preliminarily established for occupied areas.
- 3. CONSULTANT shall identify and document evaluation criteria that will serve as the basis for the subsequent evaluation and selection of alternatives. The evaluation criteria shall be concisely summarized in a tabular format and submitted to WUD for review and feedback.
- 4. The CONSULTANT will conduct a one-day site visit to; (i) gather additional data from the field, (ii) meet with COUNTY staff, and (iii) review supplemental records where available. The field visit will be performed by a multidisciplinary team that includes architectural, civil, structural and electrical disciplines. The meeting with COUNTY staff will be used to confirm the Operational Building system needs, operational concerns and preferred work conditions/layout.
- 5. A workshop will be conducted by the CONSULTANT to review the preliminary data evaluation efforts to date, clarify any remaining questions and conduct a pairwise comparison evaluation of the selected evaluation criteria which will be used as the framework to prioritize and weight the selected criteria. This pairwise review workshop will be coordinated to facilitate participation of all key stakeholders as the outcome will impact the selection of preferred alternative. The outcome of the pairwise comparison process will be documented and submitted.

Deliverables:

- Workshop review progress meeting agenda
- · Site visit results summary
- · Summary of Evaluation Criteria and Weighted Ranking

2.2 Alternatives Evaluation

<u>Objective</u>: Apply weighted evaluation criteria to rank alternative approaches.

Activities: Specific alternative evaluation related activities include:

- 1. Prepare conceptual definition of the two alternative approaches for further evaluation. This will include an order of magnitude cost estimate and qualitative considerations to support the selection of one alternative for the new Operations Building.
- 2. Conduct a workshop with key stakeholders at WUD to review the alternatives and apply the weighted criteria to determine the ranking and selection of the preferred alternative. The

CONSULTANT shall apply the weighted criteria developed in Task 2.1 to evaluate and rank the two alternatives.

- 3. The results of the alternative selection workshop will be documented in a PowerPoint Presentation that summarizes the alternative selection evaluation. The following two alternatives will be evaluated: Alternative 1 a new Operations Building on the existing site and Alternative 2 a new Operations Building on a new site.
- 4. A letter will be prepared to concisely summarize the results of the Alternative Evaluation and transmit the presentation for review by key WUD stakeholders. This activity assumes WUD leadership will review and approve the alternative selection prior to CONSULTANT initiating development of the Conceptual Design Report (CDR) (Task 3).

Deliverables:

- Alternatives evaluation PowerPoint presentation
- Selected Alternative Evaluation Letter Memorandum

Task 3 - Conceptual Design Report

<u>Objective</u>: To develop technical considerations and prepare a Conceptual Design Report based on the Selected Alternative from Task 2.

Activities: Conceptual Design Report related activities include:

The CONSULTANT will prepare a CDR based on the recommended alternative presented in Task 2. The purpose of the CDR will be to provide the general concept of the new Operations Building in order to develop a Class 5 Opinion of Probable Construction Cost (OPCC) for the new Operations Building and provide a basis for the future detailed design.

3.1 Geotechnical Report

<u>Objective</u>: Prepare a geotechnical report that provides the results of the field exploration, the soil laboratory testing results, and the characteristics and properties of the encountered soils at the two potential building locations.

Activities: The Geotechnical Report related activities include:

- 1. Visit the site to field mark (paint and/or stake) the planned boring locations and observe existing site conditions.
- 2. Scan the proposed boring locations using ground penetrating radar technology in a 10-foot radius around boring locations to identify the presence of underground utilities in the immediate vicinity of the boring location.
- 3. Mobilize personnel and truck-mounted drilling equipment to the site and perform four (4) Standard Penetration Test (SPT) borings to depths of 25 feet. The depth to groundwater within the boreholes will be measured. Following completion of the boring, the boreholes will be backfilled with grout.
- 4. Visually classify the collected soil samples in the field with laboratory confirmation/Quality Control (QC) verification of classifications using the Unified Soil Classification System (USCS).

- 5. Assign and perform a series of laboratory tests to ascertain soil index properties for the encountered soils.
- 6. Prepare a geotechnical report that provides the results of the field exploration, the soil laboratory testing results, and the characteristics and properties of the encountered soils. We will use the field and laboratory testing information to identify possible geotechnical concerns, and provide geotechnical recommendations for the proposed project.

Deliverables:

Geotechnical Report

3.2 Conceptual Design Report

<u>Objective</u>: To develop technical considerations and prepare a Conceptual Design Report based on the Selected Alternative from Task 2.2.

Activities: The CDR related activities include:

The following is the CONSULTANT's understanding of the CDR's activities per discipline:

- Site/Civil
 - Conceptual civil site design criteria and drawings including; recommended building elevation, paving, grading, drainage, access roads, sidewalks, construction staging areas, and demolition of existing structures and utilities.
- Architectural
 - Conceptual architectural design drawings (plan and elevations), architectural narrative, and three-dimensional (3D) rendering for the proposed building.
- Structural
 - Conceptual structural design drawings for the building including preliminary selection of foundation type. Limited geotechnical exploration will be conducted to determine soil conditions in the vicinity of the proposed location for the new building. The purpose of this initial evaluation on foundation type will be to provide sufficient information for the concept design and cost estimate.
- Electrical, Instrumentation and Controls (EI&C)
 - EI&C equipment housed in the existing building will be relocated and incorporated into the new building. Twenty-five percent (25%) spare space will be allocated in the new electrical room to ensure adequate space is reserved for future needs. The impacts of relocating the EI&C equipment on site planning will be considered in this evaluation.
- Cost Estimate
 - Using the CDR documents, the CONSULTANT will develop a Class 5 OPCC for the new Operations Building alternative.
- Conceptual Design Report
 - Preparation of draft and final Conceptual Design Report. One review meeting will be held to receive input on the draft CDR. CONSULTANT shall appropriately address comments received and issue the final CDR.

Deliverables:

- Class 5 OPCC
- Draft Conceptual Design Report

Task 4 - Final Presentation of Results

<u>Objective</u>: Present a final (executive level) presentation of the project approach, findings, outcomes and recommendations.

Activities: The final presentation related activities include:

The CONSULTANT will prepare and conduct a presentation that provides an executive overview of the project approach and recommendations. This task will not develop new information but will concisely summarize the key considerations that influence the implementation of recommendations.

Deliverables:

• Executive summary presentation (PowerPoint)

ASSUMPTIONS

The following are project assumptions and limitations.

- 1. This concept design preparation will be developed to minimize use of space that might reasonably be better used for future process facilities. As information on future plant expansion is not readily available, WUD will be responsible to provide guidance on this matter.
- 2. For Task 3, the CDR assumes that a new building will be selected as part of the alternatives analysis.
- 3. If available the COUNTY will furnish existing CAD files of the site layout at the WRWWTF, including any known underground utilities.
- 4. A Facilities Plan will be completed by the end of 2021 for the WRWWTF. The work associated with this new Operations Building project will consider facilities planning, in general, to prevent limitations to the overall facilities planning underway. The COUNTY should provide information on its future facilities planning.
- 5. The scope of work for this analysis will be for assessment only. Preliminary and detailed design of any recommendations will be covered in a separate Scope of Services/ subsequent phase.
- 6. Setback lines and planning and zoning restrictions will be evaluated as part of the new Operations Building facility siting.
- 7. Electrical, Instrumentation and Controls, HVAC and Plumbing, Fire Protection will not be considered as part of the conceptual design report.
- 8. The alternatives evaluation will be based on qualitative assessment and order of magnitude cost estimates only. Construction costs will not be developed for the alternatives presented.
- 9. The scope of services does not include survey.
- 10. Field inspection will not involve the operation or testing of the existing equipment.
- 11. CONSULTANT shall rely on information furnished without independent validation.
- 12. This CSA assumes that the data requested will be provided by the COUNTY within two (2) weeks of the request.
- 13. An evaluation of remedial needs and associated cost to address deficiencies with the existing building was completed by others. The CONSULTANT shall rely on pertinent elements of the existing remedial assessment and shall not undertake a technical assessment or supplemental investigations to further evaluate remedial options.

14. Site must be accessible for geotechnical equipment operations.

COUNTY'S RESPONSIBILITIES

- COUNTY will provide to the CONSULTANT any pertinent available information for the WRWWTF,
- Attend and participate in review meetings. Provide written comments using comment logs (provided by CONSULTANT) and supplemental markups prior to each review meeting.
- Attend site visit(s), as necessary.

ATTACHMENT B

SUMMARY AND STATUS OF CONSULTANT SERVICES AUTHORIZATIONS

Auth. No.	WUD Project No.	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	Approved By Date	
01		WRNWWTF Hydraulic and Process Modeling	Approved	\$49,717.48	\$18,800.00	37.81%	WUD	8/15/2017
02	17-078	WRNWWTF Facility Planning	Approved	\$196,157.09	\$51,221.44	26.11%	BCC	11/7/2017
02.1	17-078	WRNWWTF Facility Planning	Approved	\$0.00	\$0.00	0.00%	WUD	5/25/2018
03	18-043	Regional Reclaimed Water Master Plan	Approved	\$188,362.47	\$48,575.00	25.79%	BCC	06/19/2018
04		SRWRF Plant O&M Manual Digestion Chapter Update	Approved	\$110,971.67	\$9,241.44	8.33%	BCC	09/18/2018
05	18-067	SRWRF Process Blower Improvements	Approved	\$137,906.29	\$20,500.00	14.87%	BCC	09/18/2018
06		WRNWWTF Electrical and Wet Weather Improvements	Pending	\$279,431.21	\$114,700.00	41.05%	BCC	Pending
07	20-004	WRWWTF Operations Building	Pending	\$165,758.68	\$36,773.31	22.18%	ВСС	Pending
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ATTACHMENT C

OEBO SCHEDULE 1

Office of Equal Business Opportunity Compliance Programs

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME:	WWIF Operations i	Building Evaluati	on	SOLICITA	TION/PROJECT,	/BID No.: WUD 20-004	4	
NAME OF PRIME RESPONDENT/BIDDER:	Brown and Caldwe	ll (Corporation)		ADDRESS	1475 Centrepa	rk Boulevard, Suite 210,	West Palm Beach	ı, FL 33401
CONTACT PERSON: Albert Perez, P.E. Vice-	President				561-684-345			@BrwnCald.com
SOLICITATION OPENING/SUBMITTAL DAT	re: N/A				/ENT: Water Utili			
PLEASE LIST THE DOLLAR AMOUNT PLEASE ALSO LIST THE DOLLAR AW PROJECT.	Γ OR PERCENT	AGE OF WO	RK TO BE C	COMPLETED BY T	HE PRIME CO	NTRACTOR/CONS	SULTANT ON UBCONSULT	THIS PROJECT. ANTS ON THE
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Name, Address and Phone Number		linority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Colome' & Associates, Inc. 530 24th Street, West Palm Beach, FL 33407 Phone: 561-833-9147		/	V			\$28,707.90 ——	and the second s	28-13-1 (Page 19-15-19-19-19-19-19-19-19-19-19-19-19-19-19-
2. Brown and Caldwell(Corporation) 1475 Centrepark Blvd, Suite 210 West Palm Beach, FL 33401 Phone: 561-684-3456	V							\$127,164.12 ———
3. Radise International, L.C. 4152 West Blue Heron Blvd Suite 1114Riviera Beach, FL 33404 Phone: 561-841-0103		V	V		-			\$8,065.41 ASIAN
4. InfraMap Corp. 10365 Cedar Lane Glen Allen, VA 23059 Phone: 804-550-2937	V			-				\$1,821.25 ———
5.								
(Please use additional sheets if necessary)			Total			\$28,707.90		137,050.78
Total Bid Price \$\$165,758.68	·		Total SBE	- M/WBE Participation	22.18%			
I hereby certify that the above information is accur	rate to the best of my	knowledge:		<i>Y</i> /			Vice-F	President
				Signature	Alhert Perez			Title

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

WUD 20-004 WRWWTF OPERATIONS BUILDING EVALUATION REVISED 11/26/19

OEBO LETTER OF INTENT - SCHEDULE 2

eny tierl both ear	a <u>nd should be trea</u> ties <u>recognize th</u> actors/subconsultar	binding decument between the Pri ted as such. The Schedule 2 shall of b Schedule as a binding documents, must properly execute this documents,	<u>contain bold</u> nant. All	<u>ed language l</u> Subcontracto	ndlenting that by signs/rs/subconsultants,	ming the Schedule 2, including any tiered
SOLICITA	TION/PROJECT NUN	MUD #20-004	ţ			
		IE: WRWWTF Operations Bu	ilding Eva	luation		
	ъ.	10 11 11/0	. \	Co	lome' & Asso	ciates Inc
Prime Co	ntractor: Brown (s) that apply)	and Caldwell (Corporat	(ION) Subco	ntractor:	ione a Asso	ociates, tric.
		□M/WBE □Non-S/M/WBE Da	ite of Palm Be	each County C	ertification (if applica	able):
The unde	rsigned affirms the	y are the following (select one from	each column	if applicable)) :	
Column 1		Column 2			•	Column 3
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properly e to be perf	xecuted Schedule 2 foo ormed or items suppli	M/WBE Primes must document all work or any <u>S/M/WBE</u> participation may resulted ed with the dollar amount and/or perce . A detailed proposal may be attached t	t in that partic ntage for each	ipation not bein work item. S/	ng counted. Specify in M/WBE credit will only	detail, the scope of work
Line		Item Description	Unit Price	Quantity/	Contingencies/	Total Price/Percentage
Item 1	9060705 Pro	ressional Architectural Services	1	Units 1	Allowances	28,707,90
	333733713					20,101,00
					Service programmer against the service and an accompany of the service and the	
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		/subconsultant is prepared to self-perfo ercentage: \$28,707.90	rm the above-	described work	in conjunction with the	aforementioned project
If the und	ersigned intends to s	ubcontract any portion of this work to	another Suba	vitractor/subcritic	orsultant, please list th	ne business name and the
amount b	elow accompanied by	y a separate property executed Schedul	e 2.			
N	I.A				N.A	
		bcontractor/subconsultant	Price (or Percentage: _		
2 - 1 - 7 A 16 A			a large de la company			
	Brown and	Zaldwell, (Corporation).	Col	lome' & A	ssociates, In	C.
	Print Name of Prime			The same of the sa	ntractor/subconsultant	
	By:		/By: #			-
		uthorized Signature	A CO	abeth A.G. C	uthorized Signature	
	Print Name	eft 62	Name of Street or other Designations	Name	olome	ententen erreggen dar finnsen som dalle maggart entelligang det til det av gjeller
	uce me	h sent	Pre	esident		
	Title /		Title	NEW DO SHI CHARLES STATEMENT OF THE CHARLES SHIP WAS DESCRIBED AND CHARLES SHIP WAS DESCRIBED AND CHARLES SHIP	TO COMPANY TO COMPANY TO THE STATE OF THE ST	that environment and the street comments to the street state of the street state.
	Date: 12-/17	/19	Date:	12-16-19)	N 14 TO THE RESIDENCE OF THE PROPERTY OF THE P

Revised 09/17/2019

OEBO LETTER OF INTENT – SCHEDULE 2

any tier) both pa	eted Schedule 2 is a binding document between the Prand should be treated as such. The Schedule 2 shall rtles recognize this Schedule as a binding docu actors/subconsultants, must properly execute this docuroposal.	contain bold ment. All	led language i Subcontracto	ndicating that by si rs/subconsultants,	gning the Schedule 2, including any tiered
SOLICITA	TION/PROJECT NUMBER: WUD 20-004				
SOLICITA	TION/PROJECT NAME: WRTWWTF Operations	Building	Evaluation]	
Prime Co	ntractor: Brown and Caldwell (Corpora	tion) _{Subco}	ontractor:_RA	DISE Internation	nal, L.C.
√SBE [ox(s) that apply) ☐ WBE MBE M/WBE □ Non-S/M/WBE Da	ate of Palm B	each County C	ertification (if applic	able):
	ersigned affirms they are the following (select one from	each column	if applicable)	:	Column 3
Column :		1			Column 3
√ Male [□ Female □ African-American/Black ✓ □ Hispanic American □	Asian Amerio Native Amer		sian American	□ Supplier
properly e to be perf which the	E PARTICIPATION — S/M/WBE Primes must document all work executed Schedule 2 for any S/M/WBE participation may result formed or items supplied with the dollar amount and/or percest S/M/WBE is certified. A detailed proposal may be attached to the control of the c	It in that partic entage for each to a properly e	ipation not being work item. S/I xecuted Schedu	ng counted. Specify in M/WBE credit will only le 2.	detall, the scope of work y be given for the areas In
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	91216 - Boring, Testing and Soundings				\$9,100.66
	9268570 - Laboratory Analysis Service, Soil Samples				\$786.00
	rsigned Subcontractor/subconsultant is prepared to self-perfolowing total price or percentage: \$8.065.41	rm the above-	described work	in conjunction with th	e aforementioned project
l .	lersigned Intends to subcontract any portion of this work to elow accompanied by a separate properly executed Schedu		ontractor/subco	nsultant, please list tl	he business name and the
ŧ —	nfraMap Corp.	Price o	or Percentage: _	\$1,821,25	
N	ame of 2-73" tier subcontractor/subconsultant				
	Brown and Caldwell (Corporation)	RA	DISE Inte	ernational, L.	C.
	Print Name of Prime	Print f	Name of Subcon	tractor/subconsultant	
	Ву:	Ву: _	A	hyw.	
	Authorized Signature Albert Perez, P.E.	Allac	A dy, Achyut K	uthorized Signature	
	Print Name	+	Name		
	Vice-President		ner		
	Title 4.2/4.4/204.0	Title	40/44/00	40	
	Date: 12/11/2019	Date:	12/11/20		

Revised 09/17/2019

OEBO LETTER OF INTENT - SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant Ifor 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 tlered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. WUD 20-004 SOLICITATION/PROJECT NUMBER: __ SOLICITATION/PROJECT NAME: WRWNTF OperationsBuilding Prime Contractor: Radise International. _Subcontractor:_ (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): MA □SBE □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 □ Female **□**Supplier ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ 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 5/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. Total Price/Percentage Item Description Unit Price Quantity/ Contingencies/ line Units Allowances Item Subsurface Utility Engineering 31,821.25 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: at the following total price or percentage: 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. Name of 2nd/3rd tier Subcontractor/subconsultant InfraMap Corp. Print Name of Subcontractor/subconsultant By: Muhaet Strolman

Revised 09/17/2019

Authorized Signature

Vice President, InfraMap Corp.

Michael Goodman

Date: 12/11/19

ATTACHMENT D

PROJECT SCHEDULE

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

Task	Task Description	OriginalTask/Completion In Days Following Authorization
1.1	Project Management and Coordination (ongoing)	287
1.2	Request for Information Log Sheet	7
1.3	Kickoff Meeting	21
2.1	Data Analysis	77
2.2	Alternatives Evaluation	203
3.0	Conceptual Design Report	259
4.0	Presentation of Results	273

ATTACHMENT E **BUDGET SUMMARY**

Palm Beach County Water Utilities Department
Consulting/Professional Services - Wastewater Engineering Services
Construction Service Authorization: <u>07</u>
Consultant: <u>Brown and Caldwell</u> (Corporation)

Resolution # R2017-0813

Contract Date: June 20, 2017

	BUDGET SUMMARY																		
							·												
Task lumber	Task Description	Supervising Engineer/PM	Engineer i	Engineer II	Senior Engineer	Principal Engineer	Supervising Engineer	Managing Engineer	Chlef Engineer	Vice- President	Supervising Cost Estimator	Senior Designer	Principal Designer	Project Analyst	Project Administrator	Total Hours	Total BC Labor	Sub-Consultant Services	Total
1	Preliminary Activities and Project Management	60	0	4	0	12	4	0	0	4	0	0	0	30	0	114	\$19,046.82		
1.1	General Project Coordination, Management, and Invoicing	50	0	0	0	0 -	0	0	0	0	0	0	0	30	0	80	\$12,345.30	\$1,049.78	
1.2	Request for Information	2	0	4	0	6	2	0	0	0	0	0	0	0	0	14	\$2,327.76	\$851.04	
1.3	Project Kickoff Meeting	8	0	0	0	6	2	0	0	4	0	0	0	0	0	20	\$4,373.76	\$878.29	
																		\$2,779.11	
	Subtotal Task 1			,						,	_							Subtotal Task 1	\$21,825.93
2	Data Analysis and Alternatives Evaluation	16	0	8	0	134	26	12	0	18	20	0	110	0	0	344	\$61,888.80]	
2,1	Data Analysis	6	0	4	0	76	18	0	0	8	0	0	0	0	0	112	\$22,146.96	\$813.37	
2.2	Alternatives Evaluation	10	0	4	0	58	8	12	0	10	20	0	110	0	0	232	\$39,741.84	\$1,296.61	
																		\$2,109.98	
	Subtotal Task 2																S	ubtotal Task 2	\$63,998.78
3	Conceptual Design Report	12	. 0	0	0	24	8	6	0	4	26	0	110	. 0	0	186	\$30,810.06		
3.1	Geotechnical Report	0	0	0	0	0	4 ·	0	0	0	0	0	0	0	0	0	\$893.28	\$9,886,66	
3.2	Conceptual Design Report (CDR) Development	12	0	0	0	24	4	6	0	4	26	0	110	0	0	186	\$29,916.78	\$21,573.75	
																		\$31,460.41	
	Subtotal Task 3																S	ubtotal Task 3	\$62,270.47
4	Workshop(s) and Presentation of Results	24	0	0	0	0	12	6	Ò	16	0	0	0	0	0	58	\$14,218.44		
4.1	Workshop(s) and Presentation of Results	24	0	0	0	0	12	6	0	16	0	0	0	0	0	58	\$14,218.44	\$2,045.06	
																		\$2,045.06	
	Subtotal Task 4																S	ubtotal Task 4	\$16,263.50
	Labor Subtotal Hours	112	0	12	0	170	50	- 24	0	42	46	0 1	220	30	0	- T			
	Labor Raw Costs	\$ 63.66	\$ 30.51	\$ 32.83	\$ 48.53	\$ 61.40	\$ 74.44		83.55		\$ 59.05	\$ 40.83			21.62	1			
	Labor Multiplier	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3,00	3.00	3.00	3,00	3.00				
	Labor SubTotal	\$ 21,389.76	\$ -	\$ 1,181.88	\$ -	\$31,314.00	\$ 11,166.00	\$ 7,115.04 \$	- 1	\$13,587.84	\$ 8,148.90	\$ -	\$ 29,264.40		-	1			
	Labor Total																\$ 125,964.12		
	Subconsultant Labor Sub Total				*			-									7	\$38,394.56	25
	Subconsultant Multiplier																	1.0	
	Subconsultant Labor Sub-Total																	\$38,394.56	
$\neg \neg$	Reimbursables Sub-Consultant													<u></u>			\$200.00	1	
	Reimbursables BC																\$1,200.00		
	Reimbursables Total						,												\$1,400.0
-+	Sub-Consultant Total (Labor + Reimbursables)										<u> </u>						- 1	\$38,394.56	
																		φυσ,υ 34.0 0	
- 1	BC Sub-Total (Labor + Reimbursables)															1 :	127,364.12	1	

	Other	Direct Cos	t Roll-L	Jp Tabl	е			
Reimbursable Item	is by Task		A. A.S.	Task I	Vumber	As a selection	Total Units	Cost
ilem	unit	cost per unit	Task 1.0	Task 2.0	Task 3.0	Task 4.0		and the said
Printing and Mailing								
Black & White Copies (8.5x11)	each	\$0.10	18	18	16	16	68	\$6.80
Black & White Copies (11x17)	each	\$0.20	0	0	0	0	0	\$0.00
Color Copies (8.5x11)	each	\$1.00	12	138	30	30	210	\$210.00
Color Copies (11x17)	each	\$2.00	12	18	18	18	66	\$132.00
Blueline/Blackline Copies (22x34) for permits (signed and sealed)	each	\$1.50	0	0	26	6	32	\$48.00
Fedex	each	\$20.00	0	0	0	1	1	\$20.00
Tota	Printing and	Mailing Costs	\$37.80	\$175.80	\$106.60	\$96.60		\$416.80
Travel								
See Travel Cost Detail Table			\$69.55	\$617.39	\$0.00	\$69.55		\$756.49
·	Tot	al Travel Costs	\$69.55	\$617.39	\$0.00	\$69.55		\$756.49
Incidentals								\$26.71
	ga manay da n sa	ODC's Totals	\$107.35	\$793.19	\$106.60	\$166.15		\$1,200.00

Printing materials for presentations, workshops, and kickoff meeting

Printing materials for presentations, workshops, and evaluation letter memo Printing materials for presentations, workshops, and evaluation letter memo

Conceptual drawings Civil/Structural/Electrical

Mileage(ost		
Task	Mileage	Cost of \$0.535 per Mil	Total Mileage Cost
Task 001			
Description: Travel for Nigel Grace (Sunrise Office) and Mauricio Lara (West Palm Beach Office)	130	\$69.55	\$69.55
			\$69.55
Task 002			
Description: Travel for Ardash Shah (Tampa Office), Robert Abordo (Sunrise Office), Diego Herrera (Sunrise Office), Nigel Grace (Sunrise Office), Mauricio Lara (West Palm Beach Office)	1,154	\$617.39	\$617.39
			\$617.39
Task 004			
Description: Travel for Nigel Grace (Sunrise Office), Mauricio Lara (West Palm Beach Office)	130	\$69.55	\$69.55
			\$69.55
	1,414	\$756.49	\$756.49

Rev-December 18, 2019

Mr. Mauricio Lara, P.E. Brown and Caldwell, Inc. 1475 Centrepark Blvd., Suite 210 West Palm Beach, Florida 33401

Re: <u>PBC WUD WRWWTF Operations Building Evaluation</u> (<u>Architectural Conceptual Design & Narrative for 2 Schemes</u>)

Project No. WUD 20-004 Belle Glade, Florida

Dear Mr. Lara:

Our Firm – Colome' & Associates, Inc. (Architect) – would like to thank you for the opportunity to provide Brown and Caldwell, Inc., with this proposal for professional services for the architectural conceptual design including architectural 3D rendering and architectural narrative for the proposed new Operations Building proposed for the existing Palm Beach County Water Treatment Plant located at 2055 W. Canal Street North in Belle Glade, Florida.

• The scope of work includes the following professional services; architectural conceptual design drawings (floor plans, building elevations, and one building section for each design scheme) architectural narrative, and 3D rendering for the proposed new 2-Story Operations & Maintenance Building for two design schemes. One scheme will be for the building replacement at the existing location and one at the proposed location at the northeast corner of the site. The proposed building will consist of men's and women's restrooms and lockers, staff offices, lunch room / meeting room, laboratory, control room, storage, data room, MDF room, and mechanical room. Fees are based on information provided by PBC WUD representatives during our September 27, 2019 on site meeting and e-mail from you on November 24, 2019.

The scope of services shall include two architectural conceptual designs and narratives for the project. The fees are based on the PBC – Capital Improvements Division Policy and Procedures Manual for Design Professionals, latest edition (October 2013), meetings and information provided to our office by Palm Beach County Water Utilities Department.

- Fees
- Expenses The Architect and Design Professionals shall be paid for all expenses such as owner requested reproduction, mileage, postage and plotting expenses as an addition to the basic compensation at a stipulated lump sum of two hundred (\$200.00) dollars. Based on the following (200 miles x .58 cents per mile =\$116.00 plus reproduction cost of (70) 24x36 x \$1.20 per sheet = \$84)
- Architectural Conceptual Design, 3D Rendering, Architectural Narrative, and Expenses: Fees for
 performing services as outlined above shall be based upon hourly not to exceed sum of twenty eight
 thousand seven hundred seven dollars ninety (\$28,707.90) cents, based on attached Architect's Labor
 Rate Breakdown.



Fee Breakdown:

Total Fee	\$28	8,707.90
Expenses	\$_	200.00
Architectural Conceptual Design / Narrative	\$28	3,507.90

The schedule and estimated task completion is as follows:

Architectural Conceptual Design Phase

(14 weeks from Brown and Caldwell, Inc. N.T.P.)

Additional Services

Sincerely

• Items excluded from this professional services fee proposal:

The following items are not included as part of this professional services fee proposal: This proposal does not include the documentation or analysis of green or sustainable building components or measures incorporated into this design. If the documentation or analysis (including life cycle analysis) of this building is required to meet Florida Statutes 255.251-255.259, this service can be provided as an "Additional Services", LEED design services, cost estimating, civil engineering, structural engineering, landscape architecture, construction / permitting documents, Fees related to project applications, registrations, and permitting, and re-design as a result of value engineering.

 Additional Services as requested by the Owner shall be on an Architectural Hourly Basis at the following rate:

Principal \$171.49 / hour
Project Manager \$140.64 / hour
Architect \$118.55 / hour
Drafting \$72.12 / hour

G24. FS558.0035. –PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ahalak an'	
Elizabeth A. G. Colome' – Architect	
Accepted	

abor/Fee Estir	nate Summary (Colome & Associates, Inc.)	- PBC WRWWTF Bell	e Glade O&M	Building - (ARCHITECTU	RAL CONC	EPTUAL DES	ign & Nar	RATIVE)			
		12.42.42								ີ Colome	' & Associa	ites, Inc.
	Billing Rate:	\$ 171.49		\$ 140.64		\$ 72.12		ş .	─ ─┴┸	ARCHITECT	URE- PLANNIN	G. INTERIORS
					Labor Estim	ate (Hours)				550 24th Stree Phone: (561) 83	West Palm Beach 3,8147 Pax: (561) 83	Florida 33407 3-9356
ask Description	on .	Principal		Senior Project Manager		Architect Drafting				Labor Total	Expenses	Total
rchitectural BC WUD #20-												-
O REPORT OF THE CHARLES	Description Total	10		70		235				\$28,507.90	\$200.00	١ ،.,
Task 1) Manag	emnt & Administration											
1.1 1.2	Project Management Data Collection Request	2	\$342.98 \$0.00	4	\$562.56 \$562.56	2	\$144.24 \$288.48		\$0.00 \$0.00	\$ 1,050 \$ 851		\$ 1,050 \$ 851
1.3	Kichoff Meeting	1	\$171.49	4	\$562.56	2	\$144.24		\$0.00	\$ 878		\$ 878 \$2,779.11
ľask 2) Data A	nalysis and Alternate Evaluation					1						
2.1 2.2	Data Analysis Alternatives Evaluation	1 1	\$171.49 \$171.49	2 8	\$281.28 \$1,125.12	5	\$360,60 \$0.00		\$0.00 \$0.00	\$ 813 \$ 1,297		\$ 813 \$ 1,297
Fask 3) Archite	ectural Conceptual Design			-								\$2,109.98
3,2	Conceptual Design Report	3	\$514.47	40	\$5,625,60	214	\$15,433.68		\$0.00	\$21,573.75	\$200	\$ 21,774 \$21,773.75
lask 4) Final P	resentation of Results											
4.1	Final Presentation	2	\$342.98	8	\$1,125.12	8	\$576.96		\$0.00	\$2,045.06		\$ 2,045
										1		\$2,045.06
G	irand Total	10.00	\$1,714.90	70.00	\$9,844.80	235.00	\$16,948.20	0.00	\$0.00	\$28,507.90	\$200.00	\$28,707.90

Source: Colome' & Associates, Inc.

COLOME & ASSOCIATES, INC Statement of Direct Labor, Fringe Benefits & General Overhead

HOURLY RATES:

Personnel Classification	Hourly Pay	<u>Multiplier</u>	Hourly Rate
1. Principal	\$61.03	2.81	\$171.49
2. Project Manager	\$50.05	2.81	\$140.64
3. Architect	•		•
4. CADD Tech	\$25.67	2.81	\$ 72.12

MULTIPLIER CALCULATIONS:

Direct Labor Base	1.00
Fringe Benefits	48
Overhead	<u>1.03</u>
Subtotal	2.51
Profit @ 12%	0.30
TOTAL	2.81

CERTIFICATION:

The above is true and correct to the best of my knowledge.

5.23.19
Elizabeth A. G. Colomé Date



Colomé & Associates, Inc.

Architecture - Planning - Interiors

530 24th Street D West Palm Beach, Rorida 33407 : Telephone: (561) 833-9147 D Facsimile: (561) 833-9356 C E-mail: colome@colome-arch net



December 10, 2019

Brown and Caldwell 1475 Centrepark Blvd., Suite 210 West Palm Beach, Florida 33401

Attention: Mauricio L. Lara, P.E., PMP

Phone: 561-515-6257

Email: MLara@BrwnCald.com

RE: Geotechnical Engineering Services Proposal

West Regional Waste Water Treatment Facility (WRWWTF) - Operations Building

Belle Glade, Florida

Dear Mr. Lara, P.E., PMP,

RADISE International, L.C. (RADISE) is pleased to submit this proposal for the above referenced project. We understand that the project consists of the construction of a new 2-story, operations building at the West Regional Waste Water Treatment Facility (WRWWTF). We expect the proposed structure to have a combination of weight-bearing masonry walls and isolated columns, with maximum wall loads on the order of 4 to 6 kips per lineal foot and maximum column loads, if any, on the order of 70 to 80 kips. This proposal presents our proposed scope of work and establishes our schedule and fee for performing the work.

SCOPE OF SERVICES

The proposed scope of work for the project consists of the following:

- 1. Visit the site to field mark (paint and/or stake) the planned boring locations and observe existing site conditions.
- 2. Scan the proposed boring locations using ground penetrating radar technology to identify the presence of underground utilities in the immediate vicinity of the boring location.
- 3. Mobilize personnel and truck-mounted drilling equipment to the site and perform four (4) Standard Penetration Test (SPT) borings to depths of 25 feet. The depth to groundwater within the boreholes will be measured. Following completion of the boring, the boreholes will be backfilled with grout.
- 4. Visually classify the collected soil samples in the field with laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS).
- 5. Assign and perform a series of laboratory test to ascertain soil index properties for the encountered soils.
- 6. Prepare a geotechnical report that provides the results of the field exploration, the soil laboratory testing results, and the characteristics and properties of the encountered soils. We will use the field and laboratory testing information to identify possible geotechnical concerns, and provide geotechnical recommendations for the proposed project.

SCHEDULE/DELIVERABLES

Upon receiving written authorization to proceed, we will commence with field marking of the boring locations and coordination of the GPR subcontractor. Mobilization for the drilling operations will occur after the GPR work has been completed. These upfront activities are expected to require no more than 3 weeks to complete.

The specified field work is expected to require one day. Laboratory visual classification of the soils and report preparation will require about 2 weeks to complete following completion of the field work. We expect to provide the final report signed and sealed by a registered professional engineer within 6 weeks of notice to proceed; however, accelerations of this schedule may be facilitated if needed.

COMPENSATION & TERMS

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the proposed scope of work for a not to exceed fee calculated on an hourly basis as detailed in the Fee Breakdown on Attachment A.

Soil samples obtained from the drilling operations will be retained by RADISE for a period of 90 days from the date of drilling and then they will be discarded unless alternate terms are agreed to in writing with the client.

CLOSURE

We appreciate the opportunity to provide our services for this project, and trust that the scope of work and fee presented in this proposal are clear and understandable. Should the proposal contents require any clarification or amplification, please feel free to contact us.

Sincerely,

RADISE International, L.C.

Andrew Nixon, P.E. Operations Manager

Attachments: A - Fee Breakdown





ATTACHMENT A: FEE BREAKDOWN GEOTECHNICAL ENGINEERING SERVICES

West Regional Waste Water Treatment Facility (WRWWTF) – Operations Building Belle Glade, Florida

		Qty	Unit		Unit Price	Total
1.0 FIE	LD EXPLORATION					
1.1	Field & Utility Coordination (Staff Engineer)	8	Hour	\$	110.61	\$ 884.88
1.2	GPR Subcontractor	1	L.S.	\$	1,821.25	\$ 1,821.25
1.3	SPT Borings for Proposed Building (4 to 25 ft)					
	1.3.1 Mobilize Equipment - Drill Rig	1	Each	\$	350.00	\$ 350.00
	1.3.2 SPT Boring (0-50')	100	Foot	\$	15.00	\$ 1,500.00
	1.3.3 Casing (0-50')	100	Foot	\$	6.50	\$ 650.00
	1.3.4 Grout Seal (0-50')	100	Foot	\$	4.25	\$ 425.00
			TOTAL	. FIE	LD WORK	\$ 5,631.13
2.0 LAB	ORATORY SERVICES					
2.1	Visual Classification (Staff Engineer)	1	Hour	\$	110.61	\$ 110.61
2.2	Natural Moisture Test	8	Each	\$	18.00	\$ 144.00
2.3	Full Grain Size Analysis	2	Each	\$	95.00	\$ 190.00
2.4	Fine Content Determination	4	Each	\$	55.00	\$ 220.00
2.5	Organic Content Test	4	Each	\$	58.00	\$ 232.00
		TOTAL L	ABORATO	RY S	SERVICES	\$ 896.61
3.0 PRO	FESSIONAL SERVICES					
3.1	Lead Engineer	2	Hour	\$	236.98	\$ 473.96
3.2	Senior Engineer	4	Hour	\$	152.62	\$ 610.48
3.3	Staff Engineer	16	Hour	\$	110.61	\$ 1,769.76
3.4	Designer/Drafter	4	Hour	\$	89.77	\$ 359.08
3.5	Administrative Assistant	2	Hour	\$	72.82	\$ 145.64
		TOTAL PRO	OFESSION	AL S	ERVICES	\$ 3,358.92
			ТОТ	TAL A	AMOUNT	\$ 9,886.66

Note: Hourly rates based on a 3.0 multiplier



Date:

December 9, 2019

Presented to:

Radise International, LC.

4152 West Blue Heron Blvd., Suite # 1114

Riviera Beach, FL., 33404 Phone No.: 561-841-0103 Fax No.: 561-841-0104

Attn:

Andrew Nixon, PE

Project name:

West Regional Waste Water Treatment Facility

Utility Targeting Services

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) in a 10-foot radius around 4 soil boring locations. Locations will be chosen by client.

Services to be provided: Utility Targeting as described in attachment "A".

Notes: Field sketches will be provided to the client. Hourly rates based on a 3.0 multiplier.

FEE SCHEDULE (Not to exceed calculated on hourly basis)		ESTIMAT	ED FEE
Resource Project Manager/PE, LS: \$150.59/hr. Utility Location Manager: \$98.74/hr. Technical Locator: \$84.39/hr. Administrative: \$57.00/hr.	# Hours/Units 1 9 8 1	\$ \$ \$ \$	\$ <u>s</u> 150.59 888.66 675.12 57.00
<u>Direct Expenses</u> Mileage: \$0.580 per mile (IRS rate)	86mi	\$	49.88

TOTAL ESTIMATED FEE \$1,821.25

Complete Utility Infrastructure Surveying and Mapping Since 1987

10365 Cedar Lane | Glen Allen, VA 23059 | 804.550.2937 | Fax 804.550.3296 | 800.863.3748 | www.inframap.net

This estimate is not a lump sum fee and is valid for 90 days. This estimate is good for utility targeting feet of 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.

Presented by:	January January	December 9, 2019	
· ·	Andres Garcia Senior Utility Location Manager InfraMap Corp.	Date	•
Accepted:			
A AND THE PARTY OF	Authorized Signature	Date	

Attachment A

SUBSURFACE UTILITY TARGETING SERVICE SCOPE OF WORK

In the performance of subsurface utility targeting, InfraMap Corp. proposes to:

- Utilize client provided records from utility companies, unless stated as an InfraMap function in the scope statement. Gathered materials will be used as an aid in the identification of the number, identity, size and material of utilities located in the field, and will not be used as a substitute for actual geophysical location unless the system cannot be verified electronically using industry standard techniques for this level of investigation.
- 2. Conduct a thorough electronic search of the site for the buried utility systems shown on records acquired. Also, conduct an electronic grid sweep of the site to search for utilities that do not appear on available records, and attempt to determine type. This investigation will be accomplished using active and passive type utility detection gear that detects induced or naturally occurring energy fields present on conductive utilities. This investigation is not a ground penetrating radar sweep, nor will ground penetrating radar be used, unless specifically requested. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the target facility as marked on the ground surface. The accuracy of this targeting is subject to certain factors beyond our control such as limitations of available technology and field conditions that may include, but are not limited to: depth of utility, electrical conductivity of utility, site conditions and access. Where nonconductive or nonlocatable utilities are present, we will attempt to use all available information to place targeting in the field for those systems and generate notes for each such utility.
- 3. Technicians will draft field sheets that show the approximate location, trend and configuration of utilities detected if requested by client.
- 4. Field sheets will be provided to the project surveyors. Survey and computer drafting will be performed by others.
- 5. If a part of the scope statement and if the client provides InfraMap with plots of the utility file with referenced topography, InfraMap will provide a final office and/ or field review.

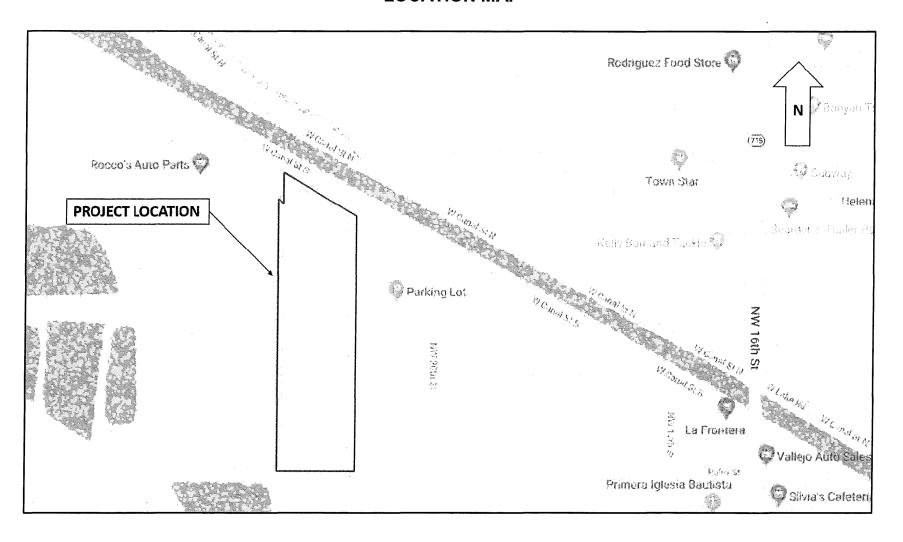
ATTACHMENT F

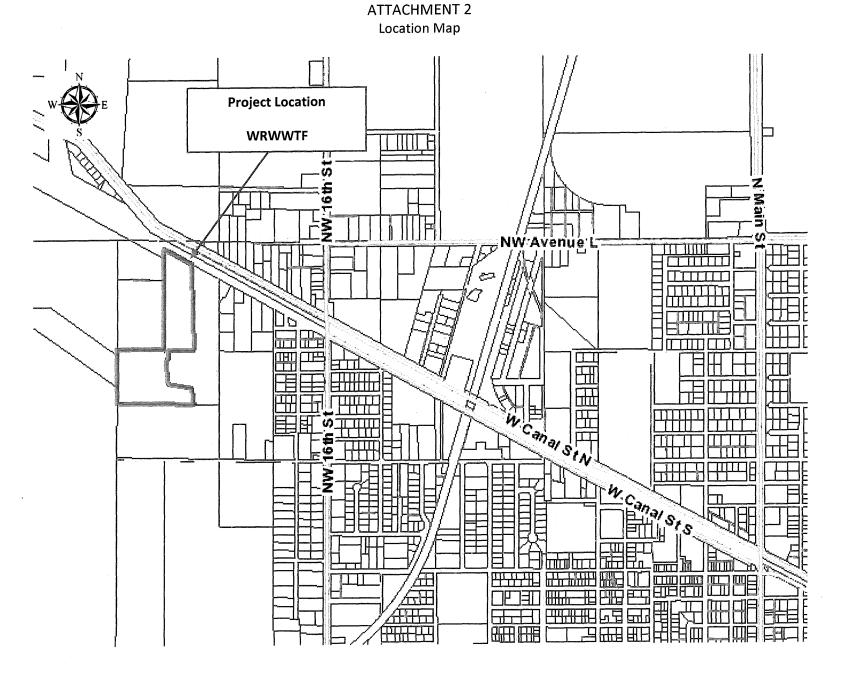
AUTHORIZATION STATUS REPORT

SUMMARY OF SBE-M/WBE BUSINESS TRACKING

Master Contract Goal: <u>26</u> (%)	SBE
Current Proposal	
Value of Authorization No.7	\$165,758.68
Value of SBE-M/WBE Letters of Intent	\$36,773.31
Actual Percentage	<u>22.18</u> %
Signed/Approved Authorizations	
Total Value of Authorizations	\$683,115.00
Total Value of SBE-M/WBE Signed Subcontracts	\$148,337.88
Actual Percentage	<u>21.71</u> %
Signed/Approved Authorizations Plus Current Proposal	
Total Value of Authorizations	\$848,873.68
Total Value of Subcontracts & Letters of Intent	\$185,111.19
Actual Percentage	<u>21.80%</u>

ATTACHMENT - G LOCATION MAP





ATTACHMENT 3



CERTIFICATE OF LIABILITY INSURANCE

5/31/2020

DATE (MM/DD/YYYY) 9/13/2019

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 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	Lockton Companies	CONTACT NAME:		
	444 W. 47th Street, Suite 900	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	Kansas City MO 64112-1906	E-MAIL Address:		
	(816) 960-9000	INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: Hartford Fire Insurance Company		19682
INSURED	BROWN AND CALDWELL	INSURER B: Property and Casualty Ins Co of H	Hartford	34690
1054714	AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	INSURER C: Lloyds of London		
		INSURER D: Twin City Fire Insurance Compan	RD: Twin City Fire Insurance Company 294	
		INSURER E :		
		INSURER F :		

COVERAGES CERTIFICATE NUMBER: 14692041 **REVISION NUMBER:** XXXXXXXTHIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED FLOW 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. ADDL SUBR INSD WVD POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE LTR **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 Y 37CSEQU1172 5/31/2019 5/31/2020 CLAIMS-MADE X OCCUR \$ 2,000,000 \$ 10,000 MED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: \$ 4,000,000 GENERAL AGGREGATE PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 37CSEQU1173 5/31/2019 5/31/2020 \$ 2,000,000 A ANY AUTO BODILY INJURY (Per person) \$ XXXXXXX OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ XXXXXXX HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ XXXXXXX X X \$ XXXXXXX UMBRELLA LIAB NOT APPLICABLE \$ XXXXXXX OCCUR EACH OCCURRENCE EXCESS LIAB \$ XXXXXXX CLAIMS-MADE AGGREGATE DED RETENTION \$ \$ XXXXXXX DED | RETENTION \$

WORKERS COMPENSATION

AND EMPLOYERS' LIABILITY

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

If yes, describe under
DESCRIPTION OF OPERATIONS below X PER STATUTE 37WNQU1170 37WBRQU1171 5/31/2019 5/31/2019 5/31/2020 5/31/2020 \$ 2,000,000 E.L. EACH ACCIDENT N N/A E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 \$3,000,000 PER CLAIM & AGGREGATE PROFESSIONAL LIABILITY N LDUSA1900482 5/31/2019 5/31/2020 C DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
SID 57335. CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES. WASTEWATER ENGINEERING SERVICES, PROJECT No. WUD 17-002.*** SEE

CERTIFICATE HOLDER	CANCELLATION See Attachments
14692041 PAL - 21 PALM BEACH COUNTY WATER UTILITIES DEPARTMENT DIRECTOR OF ENGINEERING DIVISION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
8100 FOREST HILL BLVD, WEST PALM BEACH FL 33413	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE LIABILITY AND WORKERS COMPENSATION POLICIES. TEN DAYS NOTICE WILL BE PROVIDED TO THE FIRST NAMED INSURED IN THE EVENT OF NONPAYMENT OF PREMIUM. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND ITS OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSUREDS' OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY BROWN AND CALDWELL WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

ACORD 25 (2016/03)

Certificate Holder ID: 14692041

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1172 Policy Term: 5/31/2019 to 5/31/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

PAL - 21
PALM BEACH COUNTY
DIRECTOR OF ENGINEERING DIVISION
8100 FOREST HILL BLVD,
WEST PALM BEACH, FL 33413

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1173 Policy Term: 5/31/2019 to 5/31/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

PAL - 21
PALM BEACH COUNTY
DIRECTOR OF ENGINEERING DIVISION
8100 FOREST HILL BLVD,
WEST PALM BEACH, FL 33413

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES Carrier: Property and Casualty Ins Co of Hartford & Twin City Fire Insurance Company

Policy Number: 37WNQU1170 & 37WBRQU1171

Policy Term: 5/31/2019 to 5/31/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

PAL - 21
PALM BEACH COUNTY
DIRECTOR OF ENGINEERING DIVISION
8100 FOREST HILL BLVD,
WEST PALM BEACH, FL 33413

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known postal mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to the active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

IH 12 00 11 85

Policy Number: LDUSA1900482 Policy Term: 5/31/2019 to 5/31/2020

PROFESSIONAL AND POLLUTION LIABILITY - NOTICE OF CANCELLATION

PAL - 21
PALM BEACH COUNTY
DIRECTOR OF ENGINEERING DIVISION
8100 FOREST HILL BLVD,
WEST PALM BEACH, FL 33413

IN THE EVENT THE UNDERWRITERS CANCEL OR NON-RENEW THIS POLICY OR IN THE EVENT OF A MATERIAL CHANGE TO THIS POLICY, UNDERWRITERS SHALL MAIL WRITTEN NOTICE OF SUCH CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE, TO SUCH CERTIFICATE HOLDER WITHIN A SPECIFIED PERIOD OF TIME; PROVIDED, HOWEVER, THAT THE INSURERS SHALL NOT BE REQUIRED TO PROVIDE SUCH NOTICE MORE THAN 45 DAYS PRIOR TO THE EFFECTIVE DATE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE.

Attachment Code: D465374 Certificate ID: 14692041

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1173 Policy Term: 5/31/2019 to 5/31/2020

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of covered "auto".

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and describes in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or s"suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit, or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provision in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

Attachment Code: D465345 Certificate ID: 14692041

1. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

2. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2. The total of all deductible and self-insured amounts under all that other insurance.

Policy Number: 37CSEQU1172 Policy Term: 5/31/2019 to 5/31/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT - OPTION II

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Designated Project(s) or Location(s) of Covered Operations:
ALL	ALL
formation required to complete this Schedule, if n	ot shown above, will be shown in the Declaration

- 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 above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:
 - 1. Your acts or omissions or the acts or omissions of those acting on your behalf:
 - a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
 - In connection with your premises owned by or rented to you and shown in the Schedule; or
 - c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
 - (1) The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
 - (2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - 1. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.
- B. The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
 - 1. During the policy period; and
 - 2. Subsequent to the execution of such written contract or written agreement; and
 - 3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

C. With respect to the insurance afforded to the additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
- 2. Supervisory, inspection, architectural or engineering activities.

C. Limits of Insurance

With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 8. How Limits of Insurance Apply To Additional Insureds in **Section III - Limits of Insurance** does not apply.

D. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit The Duties Condition in Section IV - Conditions is replaced by the following and applies to the additional insured shown in the Schedule:

1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- d. How, when and where the "occurrence" or offense took place;
- e. The names and addresses of any injured persons and witnesses; and
- f. The nature and location of any injury or damage arising out of the "occurrence" or offense

2. Notice Of Claim

If a claim is made or "suit is brought" against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs 1. and 2. apply to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or
- Any elected or appointed official, if the additional insured is a political subdivision or public entity.

E. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

1. Primary Insurance

a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary we will share with all that other insurance by the method described in **3**. below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in

paragraph 2. below.

2. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

c. Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

d. Premises Rented to You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

e. Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner:

f. Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

g. Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury Or Property Damage Liability; or

h. When You Are Added As An Additional Insured To Other Insurance

Attachment Code: D465358 Certificate ID: 14692041

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method of Sharing

If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Attachment Code: D465344 Certificate ID: 14692041

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1172 **Policy Term:** 5/31/2019 **to** 5/31/2020

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

8. Transfer of Rights of Recovery Against Others to Us

Waiver of Rights of Recovery (Waiver of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Carrier: Hartford Fire Insurance Company

Policy Number: 37CSEQU1173 Policy Term: 5/31/2019 to 5/31/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

Attachment Code: D465342 Certificate ID: 14692041