

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 10, 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. 1 to the Consulting/Professional Services for Emergency and Disaster Mitigation and Recovery Contract (Contract) with Calvin Giordano & Associates, Inc., (Consultant), for the Southern Region Water Reclamation Facility (SRWRF) Hurricane Hardening Evaluation (Project) for a not to exceed amount of \$195,555.00.

**Summary:** On June 20, 2017, the Board of County Commissioners (BCC) approved the Water Utilities Department (WUD) Contract (R2017-0821) with the Consultant. CSA No. 1 provides for professional engineering services related to the evaluation of five (5) critical buildings at SRWRF to determine their compliance with the most recent edition of the Florida Building Code (FBC) with respect to wind loading criteria. If deficiencies are found, the Consultant will also make recommendations for improvements to address these deficiencies and prepare a cost estimate for budget planning purposes. 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 Ordinance on October 16, 2018. The SBE participation goal established under the 2002 SBE Ordinance was 15% overall participation. The Contract provides for 41.00% SBE participation. CSA No. 1 includes 84.09% SBE participation all of which is MBE (O) participation. The cumulative SBE and M/WBE participation is 84.09%. Consultant is headquartered in Fort Lauderdale, Florida, 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. 19-088) District 5 (MJ)

**Background and Justification:** The SRWRF is the largest wastewater treatment plant owned and operated by WUD. Since it treats wastewater from the southern half of Palm Beach County, it is critical that the SRWRF reliably and effectively treat wastewater at all times. SRWRF was designed and constructed in the early 1990s making most of the buildings almost thirty (30) years old. Over the past thirty (30) years the FBC has gone through several major revisions particularly, with respect to the wind loading criteria. In recognition of these revisions, WUD wishes to evaluate five (5) critical buildings at SRWRF against the latest edition of the FBC wind loading criteria. The buildings to be analyzed were selected based on their criticality and include: (i) Pre-Treatment Building, (ii) Blower Building No. 1, (iii) Blower Building No. 2, (iv) Effluent Pump Station and (v) the Electrical/Standby Power Building. CSA No. 1 provides for professional engineering services related to the structural evaluation of the selected buildings at SRWRF against the current wind loading criteria as set forth in the most recent edition of the FBC.

**Attachments:**

1. Four (4) Originals of Consultant Services Authorization No. 1
2. Location Map
3. Certificate of Liability Insurance

Recommended By: Jim Stiles Department Director Date: 2-10-2020

Approved By: Walter J. Blum Assistant County Administrator Date: 2/14/2020

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$195,555	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b>\$195,555</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Budget Account No.:</b>	<b>Fund <u>4001</u></b>	<b>Dept <u>720</u></b>	<b>Unit <u>2322</u></b>	<b>Object <u>3120</u></b>	

Is Item Included in Current Budget? Yes   X   No       

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

Reporting Category   N/A  

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

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

**C. Department Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

Delegra P. P. 2/12/2020  
OFMB BR 2/11

Dr. J. Jaworski  
Contract Development and Control  
2/13/2020 TW 2/13/2020

**B. Legal Sufficiency:**

[Signature] 2/13/2020  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

Palm Beach County Water Utilities Department  
Contract for Consulting/Professional Services  
*Consulting/Professional Services Emergency and Disaster Mitigation and Recovery*  
Resolution No. #R2017-0821 Contract Dated 06/20/2017

**Project Title:** SRWRF Hurricane Hardening Evaluation

**WUD Project No.:** 19-088

**Consultant:** Calvin, Giordano & Associates, Inc.

**Address:** 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316

**Budget Line Item No.** 4001-720-2322-3120

**District No.:** 5

This Consultant Services Authorization provides for: The evaluation of selected buildings/structures at the Southern Region Water Reclamation Facility (SRWRF) against current wind loading criteria as set forth in the Florida Building Code. The structures/buildings selected are as follows: Pretreatment, Blower Building No. 1 and No. 2, Electrical/Standby Power Building and Effluent Pump Station Building.

(See ATTACHMENT A for detailed scope of services)

The Contract provides for 41.00 % SBE participation. This Consultant Services Authorization includes 84.09 % overall participation. The cumulative SBE participation, including this authorization is 84.09 %.

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 \$ 195,555.00
  - B. Fixed price of \$ Not Applicable
  - C. Total \$ 195,555.00
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  
*Consulting/Professional Services Emergency and Disaster Mitigation and Recovery*  
Resolution No. #R2017-0821 Contract Dated 06/20/2017

**Project Title:** SRWRF Hurricane Hardening Evaluation

**WUD Project No.:** 19-088

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 06/20/2017 which remains in full force and effect.
7. All Attachments to this Authorization are incorporated herein and made a part of this Consultant Services Authorization.

Palm Beach County Water Utilities Department  
Contract for Consulting/Professional Services  
Consulting/Professional Services Emergency and Disaster Mitigation and Recovery  
Resolution No. #R2017-0821 Contract Dated 06/20/2017

Project Title: SRWRF Hurricane Hardening Evaluation

WUD Project No.: 19-088

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

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

Sharon R. Bock, Clerk & Comptroller,  
Palm Beach County  
ATTEST:

Palm Beach County, Board  
of County Commissioners

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_  
*1/30/2020* Dave Kerner, Mayor *JCS*

Typed Name: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_ Date

Approved as to Form and Legal  
Sufficiency

CONSULTANT: Calvin, Gordano, + Assoc Inc

Signed: \_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
(Signature)

Typed Name: \_\_\_\_\_  
County Attorney

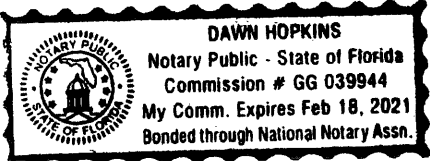
Chris Gordano, UP  
\_\_\_\_\_  
(Name and Title)

1/27/2020  
\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization,  
this 27<sup>th</sup> day of JANUARY 2020, by CHRIS GORDANO who is  personally  
known to me or  has produced \_\_\_\_\_ as identification.

*[Signature]*  
\_\_\_\_\_  
(Signature of Notary Public - State of Florida)



Dawn Hopkins  
\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

**LIST OF ATTACHMENTS**

**CONSULTANT SERVICES AUTHORIZATION NO. 1**

**Palm Beach County Water Utilities  
Department**

**Consulting/Professional Services Emergency and Disaster Mitigation and Recovery**

**Resolution #R2017-0821 Contract Dated 06/20/2017**

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

**Attachment A**  
**SCOPE OF SERVICES**

**WUD Project No.: 19-088**

**Project Title SRWRF Hurricane Hardening Evaluation**

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

**Scope of Services**

**Background**

The Southern Region Water Reclamation Facility (SRWRF) is the largest wastewater treatment facility owned and operated by Palm Beach County Water Utilities Department (PBCWUD). SRWRF was constructed in two phases with Phase I being completed almost thirty (30) years ago. Since that time advancements to the Florida Building Code (FBC), particularly with respect to wind loading, have been made. PBCWUD has requested Calvin, Giordano & Associates, Inc. (CGA) to provide a structural evaluation of five (5) structures at the SRWRF. Although SRWRF consists of twelve (12) structures, this scope of work is limited to five (5) initial structures that are considered to have the highest priority uses. The aim of the evaluation is to determine whether the selected buildings comply with current wind load criteria, as set forth in the latest edition of the Florida Building Code (FBC). If the structures are found to be deficient, remedial works will be recommended to bring the structures into compliance. CGA will prepare a technical memorandum (TM) including the results, findings, and recommended remedial works resulting from the evaluation.

**Project Scope**

The evaluation and TM will include the following major tasks:

1. Visual condition assessment of the existing exterior envelope of the five (5) selected buildings, which are:
  - a. Pretreatment Building;
  - b. Blower Building No. 1;
  - c. Blower Building No. 2;
  - d. Electrical/Standby Power Building; and
  - e. Effluent Pump Station Building.
2. Evaluation of the existing structural exterior components using the current live, dead and wind load criteria as detailed in the FBC, for the aforementioned buildings.
3. As required perform nondestructive tests on the exterior envelope of the selected buildings utilizing thermography and pachometer equipment to identify the presence of masonry grout columns and steel reinforcing.
4. Identify and provide recommendations of the areas that may require improvements to comply with current live, dead and wind load criteria in accordance with the FBC. Provide planning level cost estimates with technical descriptions and sketches of each area of the buildings that will require renovation.

The Scope of Professional Services to be provided and associated fees are detailed herein. CGA shall execute Professional Services Agreements (PSA's) with Lakdas/Yohalem Engineering Inc. (LYE) and RADISE International, LC. (RADISE) to assist with the structural evaluation of the exterior envelope of the buildings. CGA understands that time is of the essence, and consequently, shall make every effort to perform this work in an expeditious manner, whenever possible. The specific work to be completed under each of the below-captioned tasks is detailed below.

#### **Task 100 - Due Diligence**

CGA shall perform the due diligence investigation to obtain the required information to complete the structural evaluations. This task includes the following services:

1. Review site pictures, record drawings, permits, copies of any emergency repair work and other PBCWUD records. CGA will also request and review all the structural drawings and permit closeout documents available from the Palm Beach County Building Department.
2. Obtain aerial photographs and video using a Phantom 3 Professional Drone with video recording capabilities at 4k and 12-megapixel photographs to assess and identify the physical condition of the five (5) buildings. Prepare and execute a drone flight plan that ensures continuous overlap of video coverage of the site's environs. Capture still overhead photographs of each of the structures and aerial video within the project limits.
3. Utilize a Leica Scan Station C10 three dimensional (3D) Scanner to obtain as-built information for all twelve (12) structures/buildings at SRWRF. Compile multiple scans around the perimeter of each structure with sufficient overlap for data processing and quality control with redundancy. Process individual data point clouds through 3D scanner software to create a spatially precise record of each structure and export 3D data into an AutoCAD drawing file structure. Create an AutoCAD file of the overall site with each individual structure being separated within the drawing file.
4. Conduct a visual structural condition assessment of the exterior of the Pretreatment, Blower Building No. 1, Blower Building No. 2, Electrical/Standby Power and Effluent Pump Station buildings. This assessment shall identify structural defects such as cracking, settlement, corrosion, fatigue or structural damage by accidental actions.
5. Review the record drawings of the five (5) selected buildings and identify the critical structure members based on the building elevation and plan view drawings. Evaluate and analyze the exterior envelope of each building structure for gravity (dead and live) load requirements, lateral wind load requirements per FBC American Society of Civil Engineers (ASCE) 7-15 latest edition.
6. Based on the visual assessment (Task 100-4) and detailed evaluation and analysis (Task 100-5), determine if non-destructive testing will be needed. If deemed necessary, CGA will indicate the location, type and number of tests required prior to commencement of such nondestructive field testing.
7. Prepare a presentation with the findings of the Due Diligence Task (Task 100), including recommendation of structural elements that require nondestructive testing. After presenting the due diligence findings and detailed evaluation, CGA will discuss and reach agreement with the PBCWUD regarding how to proceed with the field work evaluation (Task 200) and technical memorandum (Task 300). A prioritization of the five (5) buildings will be performed based on use, criticality, and resilience. A total of two (2) meetings are assumed for this prioritization. This task will also include general coordination with PBCWUD staff related to progress and potential issues/resolution that may evolve throughout the life of this project.



**Deliverables:**

Deliverables for this task include the following:

- Presentation with approach, findings and recommendations
- Meeting agendas and minutes

**Task 200 - Field Evaluation**

CGA shall conduct a more detailed structural assessment on the selected buildings as identified in Task 100 – Due Diligence, to evaluate the current condition and compliance with the current live, dead and wind load criteria. This task includes the following services:

1. Performance of nondestructive testing as indicated by Task 100 - Due Diligence. The following tests and evaluations shall be performed:
  - a. Infrared thermography testing to locate and/or verify grout-filled concrete masonry unit (CMU) cells within masonry walls;
  - b. Determine the presence of steel reinforcement within the grout-filled CMU cells utilizing pachometer type equipment;
  - c. Perform bell chamber suction test at select corners of the roof lines;
  - d. Confirm the presence of tile roof attachments at select locations of the masonry tile roofs; and
  - e. Confirm the presence of screw attachments of randomly chosen windows and louvers.
2. Based on the previously performed evaluations, CGA will determine if the results of the tested areas conform with the live, dead and wind load criteria as set forth by the FBC.
3. Prepare a presentation with the findings and results of Task 200 - Field Evaluation Task. A total of one (1) meeting is assumed for this task.
4. This task will also include general coordination with PBCWUD staff related to progress and potential issues/resolution that may evolve throughout the life of the Project.

**Deliverables:**

Deliverables for this task include the following:

- Presentation with findings
- Meeting agendas and minutes

**Task 300 - Preparation of Technical Memorandum**

CGA will prepare a TM providing a compilation of the findings and preliminary recommendations of the structures to be improved to withstand current wind loading. The TM will also provide a preliminary cost estimate (Class 5, 0-2% project definition) for the proposed preliminary recommendations. The services under this task will include the following:

1. Prepare a TM to include the assessment findings and preliminary recommended improvements to the existing five (5) buildings, and associated preliminary cost estimate. A total of one meeting is assumed for this task.

**Deliverables:**

Deliverables for this task include the following:

- Electronic copy (pdf format) and four hardcopies of the TM.
- Meeting agendas and minutes

**CGA Assumptions:**

The following assumptions were the basis for the preparation of this proposal:

- The scope of work considers only the evaluation of the Pretreatment Building, Blower Building No. 1, Blower Building No. 2, Electrical/Standby Power Building and Effluent

Pump Station Building. Any other buildings or miscellaneous structures are not included in this proposal.

- Neither topographical survey, geotechnical investigation nor detailed design are included in CGA tasks.
- Twenty (20) infrared thermography testings will be performed on the exterior building envelopes of each of the five (5) structures as determined by the Structural Engineer.
- Five (5) bell chamber suction tests on selected building corners at the roof lines are assumed for this CSA.
- Four (4) tile roof and ten (10) screw attachments at doors/windows openings inspections are assumed for this CSA.



**ATTACHMENT - C**  
**OEBO SCHEDULE 1**

# OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: SRWRF Hurricane Hardening Evaluation  
 NAME OF PRIME RESPONDENT/BIDDER: Calvin, Giordano & Associates Inc.  
 CONTACT PERSON: David Stambaugh  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: WUD 19 - 088  
 ADDRESS: 580 Village Blvd, Suite 325, West Palm Beach, FL 33409  
 PHONE NO.: (561) 684-6161 E-MAIL: dstambaugh@cgasolutions.com  
 DEPARTMENT: Water Utilities Department

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Calvin, Giordano & Associates Inc. 580 Village Blvd, Suite 325, West Palm Beach, FL 33409; (561) 684-6161	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	<u>\$31,105.00</u>
2. Lakdas/Yohalem Engineering, Inc. 2211 NE 54th Street Fort Lauderdale, FL 33308; (954) 771-0630	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	<u>\$101,000.00</u> Asian
3. RADISE International, LC 4152 West Blue Heron Blvd, Suite # 1114 Riviera Beach, FL 33404 ; (561) 841-0103	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	<u>\$63,450.00</u> Asian
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

	Total							<u>\$195,555.00</u>
Total Bid Price \$ <u>195,555.00</u>	Total SBE - M/WBE Participation		<u>84.09%</u>					

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_  
Signature Chris Giordano
Vice President  
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**

**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 19-088

SOLICITATION/PROJECT NAME: SRWRF Hurricane Hardening Evaluation

Name of Prime: Lakdas/Yohalem Engineering, Inc.

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/29/2019 - 10/28/2021

The undersigned affirms they are the following (select one from each column):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input checked="" type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Supplier

**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.

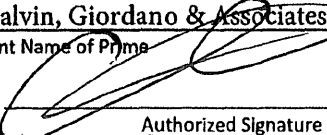
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
100	Due Diligence	1	LS	-	\$46,000.00
200	Field Investigation	1	LS	-	\$33,000.00
300	Preparation of Technical Memorandum	1	LS	-	\$22,000.00

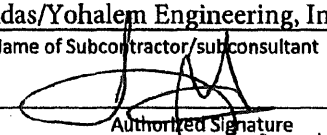
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$101,000.00

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 Price or Percentage: N/A

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Calvin, Giordano & Associates, Inc.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Chris Giordano  
 Print Name  
Vice President  
 Title  
 Date: 11/7/19

Lakdas/Yohalem Engineering, Inc.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
LAKDAS LAKDAYAKKARA  
 Print Name  
PRESIDENT  
 Title  
 Date: 10-29-19

**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 19-088

SOLICITATION/PROJECT NAME: SRWRF Hurricane Hardening Evaluation

Name of Prime: RADISE International, L.C.

**(Check box(s) that apply)**

SBE    WBE    MBE    M/WBE    Non-S/M/WBE   Date of Palm Beach County Certification (if applicable): 12/13/17 to 12/12/20

The undersigned affirms they are the following (select one from each column):

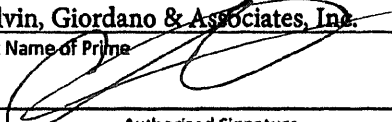
<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input checked="" type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Supplier

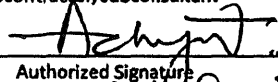
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed 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	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
100	Due Diligence	-	-	-	-
200	Field Investigation	1	LS	-	\$34,750.00
300	Preparation of Technical Memorandum	1	LS	-	\$28,700.00

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: \$63,450.00

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.	
<u>N/A</u>	Price or Percentage: <u>N/A</u>
Name of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant	

Calvin, Giordano & Associates, Inc.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Chris Giordano  
 Print Name  
Vice President  
 Title  
 Date: 11/7/19

Radise International, L.C.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Kumar Akshay, P.E.  
 Print Name  
CEO  
 Title  
 Date: 10/29/19



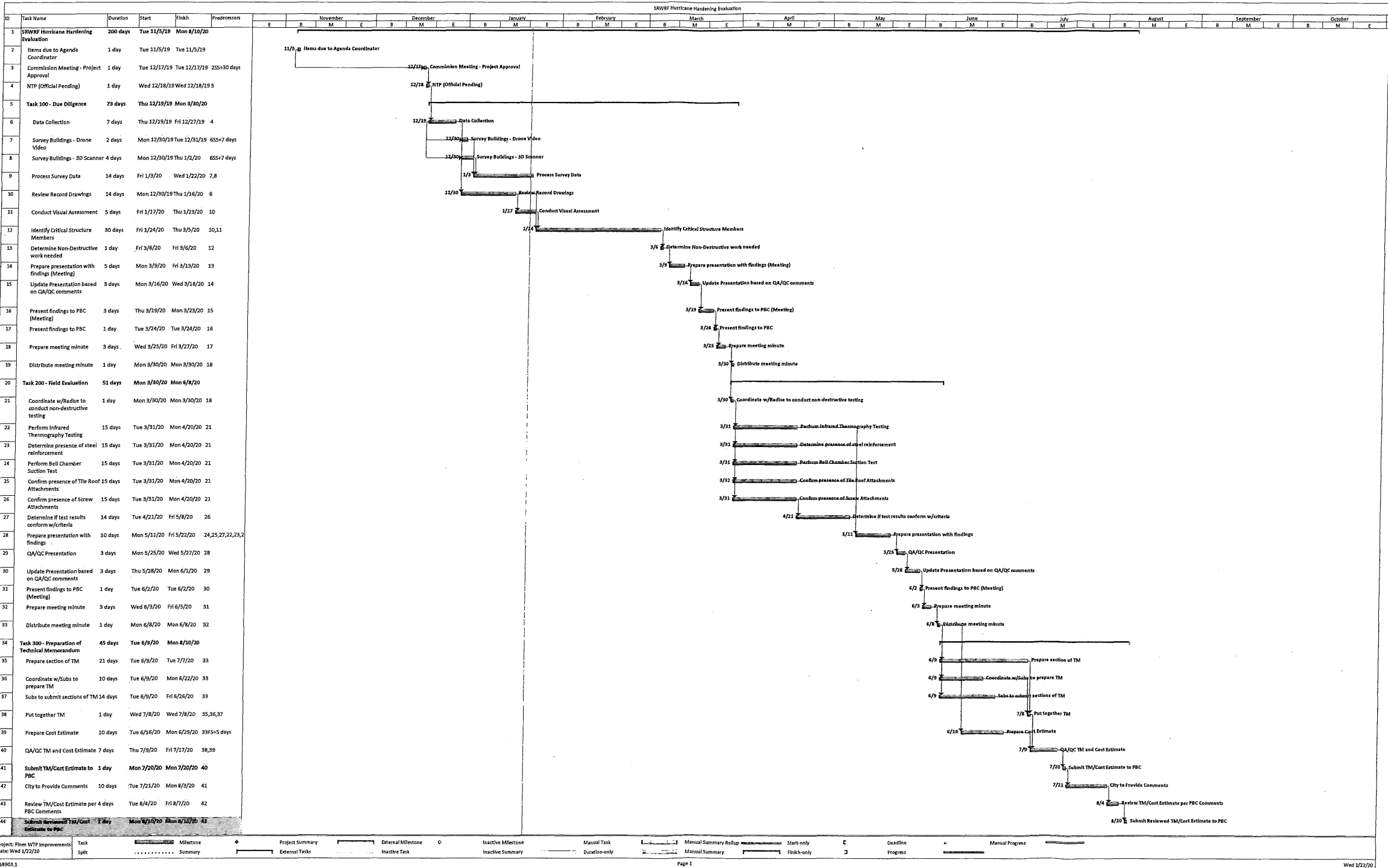
# ATTACHMENT - D

## PROJECT SCHEDULE

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

<u>Engineering Services</u>	<u>Completion Date from Notice to Proceed</u>
<i>Task 100 – Due Diligence</i>	<i>103 calendar days</i>
<i>Task 200 – Field Evaluation</i>	<i>173 calendar days</i>
<i>Task 300 – Preparation of Technical Memorandum</i>	<i>236 calendar days</i>

*Refer to detailed proposed schedule.*



**ATTACHMENT- E  
BUDGET SUMMARY**

**Palm Beach County Water Utilities Department**  
**Resolution # R2017-0821 Contract Dated 06/20/2017**  
**Consultant Services Authorization: Consulting/Professional Services Emergency and Disaster Mitigation and Recovery**  
**Consultant: Calvin, Giordano & Associates, Inc.**  
**Project Title: SRWRF Hurricane Hardening Evaluation WUD Project No.: 19-088**

**BUDGET SUMMARY**

Labor Classification and Hourly Rate

<u>Task Number</u>	<u>Task Description</u>	<u>Director, Engineering (V)</u>	<u>Project Manager (IV)</u>	<u>Senior Registered Surveyor</u>	<u>Survey Coordinator</u>	<u>Survey Crew</u>	<u>Landscape CADD Technician</u>	<u>Subconsultant (LYE)</u>	<u>Subconsultant (RADISE)</u>	<u>Task Subtotal</u>
100	Due Diligence	9	44	2	44	24	4	\$46,000.00	\$0.00	\$62,705.00
200	Field Investigation	4	16	0	0	0	0	\$33,000.00	\$34,750.00	\$70,850.00
300	Preparation of Technical Memo	8	66	0	0	0	0	\$22,000.00	\$28,700.00	\$62,000.00
	Labor Subtotal Hours	21	126	2	44	24	4			\$195,555.00
	Labor Raw Costs	\$58.333	\$50.00	\$48.333	\$35.000	\$45.000	\$31.667			
	Labor Multiplier	3.0	3.0	3.0	3.0	3.0	3.0			
	Labor with Multiplier	\$175.00	\$150.00	\$145.00	\$105.00	\$135.00	\$95.00			
	Labor Total	\$3,675.00	\$18,900.00	\$290.00	\$4,620.00	\$3,240.00	\$380.00			\$ 31,105.00
	Subconsultant Total							\$101,000.00	\$63,450.00	\$ 164,450.00
	Subtotal Labor + Subconsultant									\$ 195,555.00
	Reimbursable Expenses									\$ -
	<b>Total Engineering Fees</b>									<b>\$ 195,555.00</b>
	<b>Subconsultant List</b>		<b>Amount</b>							
	LYE Structural		\$101,000							
	RADISE Structural Evaluation		\$63,450							
	Subconsultant Total		\$164,450							



January 2, 2020

Calvin, Giordano & Associates, Inc.  
Attn: David Stambaugh, PE – Director  
580 Village Blvd, Suite 325,  
West Palm Beach, FL 33409  
Office: 561.684.6161/ Direct: 561.681.5271  
Email: DStambaugh@cgasolutions.com

## LAB CERTIFICATIONS



Certified



Approved



Validated

## CTQP CERTIFIED TEAM

*USACE Certified QA Managers*

Subject: **Proposal for Specialty Services:  
Southern Region Water Reclamation Facility (SRWRF) - Hurricane  
Hardening Evaluation  
12751 Hagen Ranch Road, Boynton Beach, FL 33437**

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RADISE International LC (RADISE) is pleased to submit this proposal to assist with the structural evaluation for Southern Region Water Reclamation Facility (SRWRF) located at 12751 Hagen Ranch Road, Boynton Beach, FL 33437. Non-destructive testing will be conducted on the exterior envelope of the 5 initially selected buildings utilizing Infrared Thermography, Structural Scanning Equipment, and various resistant tests including uplift, pull tests and screw attachments. The testing will be performed to identify the presence of masonry grout columns and steel reinforcing, along with performance based testing to confirm the structures ability to withstand high winds.

The SRWRF site is a wastewater reclamation facility that consists of influent channels, fine mechanical bar screens, aerated grit basins, cyclone degitters, clarifiers, automatic backwash multi-media filters and sand filters, contact chambers, reclaimed water storage and equalization basins, among other process units. As a prevention practice, the PBCWUD has decided to initiate a Hurricane Hardening Evaluation of several of the main structures of the SRWRF to confirm that the existing buildings comply with current Florida Building Code load criteria, including wind loads. The SRWRF facility consist of 12 structures. This proposal is limited to 5 initial structures that have been identified as most critical to the facility.

### SCOPE OF WORK

Our proposed services include non-destructive testing on the designated walls of the exterior envelop of 5 predetermined buildings, including; the Pretreatment, Blower Building No. 1, Blower Building No. 2, the Electrical/Standby Power Building, and the Effluent Pump Station Building.

RADISE will perform Infrared Thermography testing on the exterior building envelopes of each of the 5 structures (20 thermal wall scans) to identify the presence of grout column infill and the respective spacing of the grout columns. The inspections may need to be performed off hours, whereby access to the facility will need to be provided, and will be performed at ground level.

The Infrared Thermography and subsequent Structure Scan Equipment will be used to locate the grout infill within the cells of the masonry walls and determine the presence of steel reinforcement within the grout columns. It is anticipated that scanning for structural reinforcing will be performed at multiple locations (4) on each wall of the building envelopes, and up to 10 select locations provided by the structural engineer. In addition, RADISE will perform Bell Chamber Suction Tests (5) at select building corners at the roof lines, confirm the presence of Tile Roof Attachments at select locations of the masonry roofs (4), and confirm the presence of Screw Attachments of randomly chosen windows and louvers (10).

Should it be determined that the surveys for the higher/multi-level structures will need to be performed using support equipment to elevate the work staff, additional costs for rental of the scissor lift equipment and time to perform the survey will be incurred.

Upon completion of tests an engineering report presenting the data will be prepared under the supervision of a Florida Registered Professional Engineer. The completed report package from the qualitative infrared thermographic survey of the masonry walls and structural scan for reinforcement will include:

1. A printed hard copy report with a cover letter explaining the procedures, conditions, areas that contain anomalies, etc.
2. Individual thermographic report pages of the findings, explaining exact location (referencing column lines) and condition of the walls in question, using photo quality prints of the visual and infrared imagery.
3. A copy of the pages of structural drawings that have a plan view of building (with the column lines indicated) where the anomaly is found.
4. A complete copy of the original report (of same highest quality), for field personnel use.

The scope of work considers evaluation of only the 5 initial structures, including; the Pretreatment Building, Blower Building No. 1, Blower Building No. 2, the Electrical/Standby Power Building and the Effluent Pump Station Building. Any other buildings or miscellaneous structures are not included in this proposal

### **COMPENSATION**

We propose to render the services discussed in the Scope of Work section on a time-and-expense basis for an estimated total of \$63,450.00, as detailed in Attachment A. This cost estimate is based on our experience with similar projects and conditions. RADISE's work will be performed in accordance with the General Terms and Conditions included as Attachment B.




**CLOSURE**

We appreciate the opportunity to submit this proposal and look forward to rendering the services described previously. If you have any questions or need additional information, please contact us at 561-841-0103.

Sincerely,

**RADISE International, LC**

**Newton M. Brooks**  
Construction Services Manager

  
**Gregory J. Stelmack, P.E.**  
Vice President

**Attachments: A - Fee Breakdown**  
**B - General Terms and Conditions**





**ATTACHMENT A  
FEE BREAKDOWN  
PBCWUD Proposal for Specialty Services  
Southern Region Water Reclamation Facility (SRWRF) - Hurricane Hardening Evaluation  
Palm Beach County, Florida**

	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<b>1.0 FIELD EXPLORATION (2 Person Crew)</b>				
<b>1.1 Pretreatment Building</b>				
1.1.a. Engineer (VIII 2.)	28	Hour	\$ 135.00	\$ 3,780.00
1.1.b. Staff Engineer (VIII 4.)	28	Hour	\$ 105.00	\$ 2,940.00
1.1.c. Infrared Thermography Equipment	3	Day	\$ 750.00	\$ 2,250.00
1.1.d. Structure Scan Equipment	3	Day	\$ 300.00	\$ 900.00
<b>1.2 Blower Buildings No. 1</b>				
1.2.a. Engineer (VIII 2.)	12	Hour	\$ 135.00	\$ 1,620.00
1.2.b. Staff Engineer (VIII 4.)	12	Hour	\$ 105.00	\$ 1,260.00
1.2.c. Infrared Thermography Equipment	1.5	Day	\$ 750.00	\$ 1,125.00
1.2.d. Structure Scan Equipment	1.5	Day	\$ 300.00	\$ 450.00
<b>1.3 Blower Buildings No. 2</b>				
1.3.a. Engineer (VIII 2.)	12	Hour	\$ 135.00	\$ 1,620.00
1.3.b. Staff Engineer (VIII 4.)	12	Hour	\$ 105.00	\$ 1,260.00
1.3.c. Infrared Thermography Equipment	1.5	Day	\$ 750.00	\$ 1,125.00
1.3.d. Structure Scan Equipment	1.5	Day	\$ 300.00	\$ 450.00
<b>1.4 Electrical/Standby Power Building</b>				
1.4.a. Engineer (VIII 2.)	12	Hour	\$ 135.00	\$ 1,620.00
1.4.b. Staff Engineer (VIII 4.)	12	Hour	\$ 105.00	\$ 1,260.00
1.4.c. Infrared Thermography Equipment	1.5	Day	\$ 750.00	\$ 1,125.00
1.4.d. Structure Scan Equipment	1.5	Day	\$ 300.00	\$ 450.00
<b>1.5 Effluent Pump Station Building</b>				
1.5.a. Engineer (VIII 2.)	11	Hour	\$ 135.00	\$ 1,485.00
1.5.b. Staff Engineer (VIII 4.)	11	Hour	\$ 105.00	\$ 1,155.00
1.5.c. Infrared Thermography Equipment	1.5	Day	\$ 750.00	\$ 1,125.00
1.5.d. Structure Scan Equipment	1.5	Day	\$ 300.00	\$ 450.00
<b>1.6 Roof Suction Tests (TAS-124) - 5 tests</b>				
1.6.a. Staff Engineer (VIII 4.)	12	Hour	\$ 105.00	\$ 1,260.00
1.6.b. Senior Engineering Tech (VIII 5)	12	Hour	\$ 70.00	\$ 840.00
1.6.c. Equipment Charge	2	Day	\$ 250.00	\$ 500.00
<b>1.7 Tile Roof Uplift (TAS-106) - Est. 4 tests</b>				
1.7.a. Staff Engineer (VIII 4.)	8	Hour	\$ 105.00	\$ 840.00
1.7.b. Senior Engineering Tech (VIII 5.)	8	Hour	\$ 70.00	\$ 560.00
1.7.c. Equipment Charge	1	Day	\$ 500.00	\$ 500.00
<b>1.8 Screw Attachments (doors/windows) (TAS-105) - 10 tests</b>				
1.8.a. Staff Engineer (VIII 4.)	12	Hour	\$ 105.00	\$ 1,260.00
1.7.b. Senior Engineering Tech (VIII 5.)	12	Hour	\$ 70.00	\$ 840.00
1.7.c. Equipment Charge	2	Day	\$ 350.00	\$ 700.00
<b>1.9 Miscellaneous</b>				
1.9.a. Scissor Lift Rental (if required)	0	Day	\$ 1,000.00	\$ -
			<b>TOTAL FIELD SERVICES =</b>	<b>\$ 34,750.00</b>
 <b>2.0 PROFESSIONAL ENGINEERING AND REPORTING SERVICES</b>				
2.1 Senior Engineer, PE (VIII 2.)	40	Hour	\$ 155.00	\$ 6,200.00
2.2 Engineer, PE (VIII 3.)	120	Hour	\$ 135.00	\$ 16,200.00
2.3 Staff Engineer (VIII 4.)	60	Hour	\$ 105.00	\$ 6,300.00
			<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$ 28,700.00</b>
			<b>TOTAL AMOUNT =</b>	<b>\$ 63,450.00</b>

Note: Hourly rates are based on a 3.0 multiplier.



**ATTACHMENT B – AGREEMENT FOR PROFESSIONAL SERVICES**  
**STANDARD GENERAL TERMS AND CONDITIONS**

This Agreement between **CGA ("CLIENT")** and **RADISE International LC ("RADISE")**, a Florida Limited International; 4152 West Blue Heron Blvd., Suite 1114 Riviera Beach, FL 33404 is effective as of the date of signature of the acceptance block of this written proposal. The ordering of Work from RADISE shall constitute acceptance of the terms of RADISE's proposal and these General Conditions. The parties agree as follows:

**ARTICLE I – PARTIES AND SCOPE OF WORK** - RADISE shall include said company, its individual owners, officers, professionals, employees, agents, division, subsidiary, parent or affiliate and subcontractors performing the Work. "Work" means the specific services to be performed by RADISE as set forth in RADISE's proposal, the CLIENT's acceptance thereof, both incorporated herein by this reference, and these General Conditions. "CLIENT" refers to the person and/or business entity ordering the Work to be done by RADISE. If the CLIENT is ordering the Work on behalf of a third party, the CLIENT represents and warrants that the CLIENT is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event CLIENT is not the authorized agent of said third party, CLIENT agrees that he shall be individually liable hereunder. Further, CLIENT shall disclose any such agency relationship to RADISE in writing before the commencement of RADISE's Work hereunder. CLIENT agrees that RADISE's professional duties are specifically limited to the Work as set forth in RADISE's proposal. The CLIENT assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the CLIENT is adequate and sufficient for the CLIENT's intended purpose. CLIENT shall communicate these General Terms and Conditions to each and every third party to whom the CLIENT transmits any part of RADISE's Work. RADISE's Work is for the exclusive use of CLIENT, and its properly disclosed principal. In no event shall RADISE have any duty or obligation to any third party. No third party shall have the right to rely on RADISE opinions rendered in connection with the Services without RADISE written consent and the third party's agreement to be bound to the same conditions and limitations as CLIENT. In the event that RADISE is requested by CLIENT or is required by subpoena to produce documents or give testimony in any action or proceeding to which CLIENT is a party and RADISE is not a party, CLIENT shall pay RADISE for any time and expenses required in connection therewith, including reasonable attorney's fees.

**ARTICLE II – PAYMENT** - Payment shall be due within 30 days after the date of invoice. Interest at the rate of 1.5% per month (or the highest rate allowable by law) starting 30 days after date of invoice to date payment is received, may be added to all amounts not paid within 30 days after date of invoice. If payment is not maintained on a thirty (30) day current basis, RADISE shall have the contractual right to suspend further performance of the work until payments are made current. CLIENT shall notify RADISE of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and shall promptly pay the undisputed amount. All attorney fees and expenses associated with collection of past due invoices will be paid by CLIENT. Failure to timely pay any RADISE invoice shall constitute a waiver of any and all claims by CLIENT or third parties against RADISE.

**ARTICLE III – RIGHT-OF-ENTRY** - Unless otherwise agreed, CLIENT shall furnish right-of-entry on the property for RADISE to perform the requested testing and/or make the planned borings, surveys, or explorations. RADISE will take reasonable precautions to minimize damage to the property or man-made objects caused by its equipment and sampling procedures, but the cost of restoration or damage repair which may result from the planned and contracted operations, is not included in the contracted amount unless specifically identified and detailed. If the CLIENT desires and requests in writing to restore the property or man-made objects to its former condition, RADISE can accomplish this at an added cost to our fee as approved in advance by the CLIENT.

**ARTICLE IV – DAMAGE TO EXISTING MAN-MADE OBJECTS** - It shall be the responsibility of the CLIENT or his duly authorized representative, to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. RADISE will clear field test boring locations with Florida Sunshine One-Call as required by Florida Statutes, as a supplemental disclosure process above that required of the CLIENT. In addition, CLIENT waives any claim against RADISE arising from any damage to land surfaces or existing buried or surficial man-made objects. CLIENT shall: (1) provide RADISE, in writing, all information relating to CLIENT's requirements for the project; (2) correctly identify to RADISE, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify RADISE of any potential hazardous substances or other health and safety hazard or condition known to CLIENT existing on or near the project site; (4) give RADISE prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions.

**ARTICLE V – SAMPLING OR TESTING LOCATIONS** - Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests or for the repair of land damage occurring during the performance of the contracted work. Field tests or boring locations, as described in our report or shown on our sketches, are based on specific information furnished to us by others or estimates of locations made in the field by our inspectors or technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**ARTICLE VI – SAMPLE HANDLING AND RETENTION** - Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and RADISE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the CLIENT to store or otherwise handle the samples. (a) **NON-HAZARDOUS SAMPLES:** At CLIENT's written request, RADISE will maintain free of storage charges, procured test samples and specimens or the residue therefrom, for thirty (30) days after the submission of RADISE's report to CLIENT. After the initial 30 days and upon written request, RADISE will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:** In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment, as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), RADISE will, after completion of testing and at CLIENT's expense: (i) return such samples to CLIENT; (i) using a manifest signed by CLIENT as generator, will have such samples transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that RADISE is acting as a bailee for Client and at no time does RADISE assume title or ownership of said waste.

**ARTICLE VII – DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. RADISE and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. RADISE and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for RADISE to take immediate measures to protect health and safety. RADISE agrees to notify CLIENT as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages





RADISE to take any and all measures that, in RADISE's professional opinion, are justified to preserve and protect the health and safety of RADISE's personnel and the public. CLIENT agrees to compensate RADISE for the additional cost of working to protect employees' and the public's health and safety. In addition, CLIENT waives any claim against RADISE arising from RADISE's discovery of unanticipated hazardous materials or suspected hazardous materials.

**ARTICLE VIII – STATEMENT OF WARRANTY** - RADISE warrants that it shall perform services for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the applicable standards of professional care that are being practiced in the profession and in the same or a similar locality as the project. CLIENT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited site information and data obtained by literature reviews and/or the performance of limited site investigational programs and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. In the event any portion of the services fails to comply with this warranty obligation and RADISE is promptly notified in writing within six (6) months after completion of such portion of the services, RADISE shall be provided the opportunity re- perform and correct such portion of the services, or if re-performance is impracticable, RADISE shall refund the appropriate proportional amount of compensation paid to RADISE for such deficient portion of the services. This warranty is in lieu of any and all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose, is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement.

**ARTICLE IX – LIMITATION OF LIABILITY** - RADISE shall be responsible and liable to CLIENT for RADISE services and the services of RADISE subcontractors engaged in the performance of the work. RADISE shall not be responsible or liable for the acts or omissions of the CLIENT or other parties engaged by CLIENT for their services including but not limited to other engineering reports and data, construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs. In no event shall RADISE be liable for any special, indirect, incidental or consequential loss or delay or time-related damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors or assigns, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Client is also advised that Florida Statutes (FS), Section 558.0035 - Design professionals; contractual limitation on liability states that 1) A design professional employed by a business entity or an agent of the business entity is not individually liable for damages resulting from negligence occurring within the course and scope of a professional services contract if certain conditions apply. Correspondingly: **PURSUANT TO THIS FS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT OF RADISE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.** This release of individual liability applies only so long as any damages are solely economic in nature and the damages do not extend to personal injuries or to property not subject to the contract.

The remedies set forth herein are exclusive and the total liability of RADISE for all claims arising out of the performance of the Work including sole professional negligence including errors, omissions, or other professional acts, and including unintentional breach of contract; or for other causes for which RADISE is determined to have any legal liability in a court of law. Remedies, whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided by RADISE pursuant to this Agreement, shall not exceed the total fees paid to RADISE by CLIENT or \$1,000,000.00, whichever is lessor. CLIENT may, upon written request received within five days of CLIENT's acceptance hereof, increase the limit of RADISE's liability by agreeing to pay RADISE an additional sum as agreed to in writing prior to the commencement of RADISE's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.

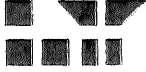
**ARTICLE X – CLIENT INDEMNIFICATION** - CLIENT agrees to defend, indemnify and save harmless RADISE from all third party and any FS 558 claims unrelated to our work activities and designs, including but not limited to alleged negligence claims, suits, losses, personal injuries, death and property liability not directly resulting or related to RADISE's performance of the proposed work, whether such claims or damages are allegedly caused in whole or in part by RADISE. CLIENT agrees to reimburse RADISE for expenses in connection with any such claims or suits, including reasonable attorney's fees. CLIENT's obligation to indemnify is limited to \$2 million per occurrence, which CLIENT agrees bears a reasonable commercial relationship to the Work undertaken by RADISE. CLIENT further agrees that these General Terms and Conditions are a part of the Work's specifications or bid documents, if any.

**ARTICLE XI – LEGAL JURISDICTION** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in West Palm Beach, Palm Beach County, Florida. All causes of action, including but not limited to actions for indemnification, arising out of RADISE's Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of RADISE's final invoice for acts or failures to act occurring after substantial completion of the Work.

**ARTICLE XII – FORCE MAJEURE** - An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of Force Majeure, the obligations of RADISE to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, RADISE shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, RADISE may, in its sole discretion and upon 10 days' prior written notice, terminate this Agreement or the affected Work, or both. RADISE shall be compensated for those services performed as of the date of the termination.

**ARTICLE XIII – TERMINATION** - CLIENT or RADISE may terminate this agreement with or without cause at any time by giving ten (10) days' notice to either party. CLIENT may terminate this agreement for cause by giving ten (10) days' notice to RADISE. Cause is defined as nonpayment of RADISE's invoices and/or unresponsiveness by RADISE to CLIENT's requests. If this agreement is terminated by either party, RADISE shall be compensated for work actually performed and expense incurred up to the date of termination, but in no event more than the amounts set forth in RADISE's proposal for the work. This agreement will terminate automatically upon termination of any Prime Contract related to and associated with the work

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April 1, 2019

3<sup>rd</sup> Revision 01-06-2019

David Stambaugh, PE  
Director  
Calvin, Giordano & Associates, Inc.  
580 Village Blvd., Suite 325  
West Palm Beach, FL 33409

**Re: SRWRF Hurricane Hardening  
Evaluation**

Dear David,

With reference to our recent meeting and subsequent telephone conversation, Lakdas/Yohalem Engineering, Inc., (LYE) is pleased to submit this proposal for structural engineering services for the SRERF Hurricane Hardening Evaluation (Reference to Calvin, Giordano & Associates, Inc. project number 16-8931 SRWRF Hurricane Hardening Evaluation scope of work dated 3-28-19).

LYE'S scope of services includes the structural evaluation of five (5) buildings at the SRWRF. These buildings include the following:

- Pre-treatment Building
- Blower Building No. 1
- Blower Building No. 2
- Electrical Standby Power Building
- Effluent Pump Station

LYE'S scope of work includes the following tasks;

1. Due Diligence

- 1.1 Review site pictures, record drawings, permits, copies of any emergency repair work and other PBCWUD records. CGA will also request and make available all the structural drawings and permit closeout documents available from the Palm Beach County Building Department.

Deliverables:

- Prepare a brief report of each building with design criteria and comparison to current building code requirements.
2. Field Evaluation
- 2.1 Perform the following items;
- Conduct a visual structural condition assessment of the exterior of the Pretreatment, Blower Building No. 1 and No. 2, Electrical/Standby Power
- 2211 N.E. 54<sup>th</sup> Street, Ft. Lauderdale, FL 33308 – (954) 771-0630 – Fax (954) 771-0519
- 580 Village Blvd. Suite 325 West Palm Beach, FL 33409  
Lye@lyengineering.com



and Effluent Pump Station buildings. This assessment shall identify structural defects such as corrosion, cracks, spalls and structural damage caused by accidental actions.

- Review the record drawings of the 5 structures and identify the critical structural members based on the building elevation and plan view drawings. Evaluate and analyze the exterior envelope of each building structure for gravity (dead and live) load requirements, lateral wind load requirements per ASCE 7-15.
- Based on the visual assessment and detailed evaluation and analysis, determine if non-destructive testing will be required.
- Prepare a presentation with the findings of the Due Diligence Task, including recommendations of walls and/or ceilings that will require a nondestructive test. After presenting the due diligence findings and detailed evaluation, LYE will discuss with the PBCWUD how to proceed with the field work evaluation and technical memorandum. A total of one (1) meeting is assumed for this task.
- This task will also include general coordination with PBCWUD staff related to progress and potential issues/resolution that may evolve throughout the life of the Project.

#### Deliverables

- Attend Meetings
- Structural Analysis Calculations
- Slides for Presentation

#### 3. Preparation of Technical Memorandum (TM)

3.1 Prepare a TM to include the assessment findings and preliminary recommendation related to improve the existing 5 building structures and associated preliminary cost estimate. A total of one meeting is assumed for this task.

#### Deliverables

- Schematic Design of Propose Corrective Work
- Cost Estimate of Corrective Work for Each Building Structure

#### Notes

LYE structural evaluation is limited to the exterior envelope of each building only. The interior framing, platform or any other structural elements are not included in this evaluation.

Technical memorandum does not include detail drawings or specifications for the suggested corrective work.

Our field observations are limited to the area that we have access to each structural element.

- 2211 N.E. 54<sup>th</sup> Street, Ft. Lauderdale, FL 33308 – (954) 771-0630 – Fax (954) 771-0519
    - 580 Village Blvd. Suite 325 West Palm Beach, FL 33409
- Lye@lyengineering.com



**LAKDAS / YOHALEM ENGINEERING, INC.**  
**Consulting Engineers EB 0005458**  
"Zone of Excellence in Engineering" ®

Lakdas Nanayakkara, P.E  
C Eng., M.I. Str.Eng (London)

Our structural evaluation is limited to the current Florida Building Code Wind Load Requirements and gravity loads of the original design requirements of each building.

Our fee for the said services would be as follow:

Task	Labor Categories				
	Principal	Sr. Project Manager	Engineer	Administrative	
Due Diligence	104	88	60	19.21	\$ 46,060.84
Field Evaluation	42	81	64	42	\$ 33,101.79
Technical Memorandum	43	39	33	35	\$ 21,837.52
<b>Total</b>	<b>189</b>	<b>208</b>	<b>157</b>	<b>96.21</b>	
Raw Labor Rate	\$ 77.631	\$ 67.932	\$ 37.74	\$ 19.41	
Multiplier	2.76	2.76	2.76	2.76	
Labor Rate w/ Multiplier	\$ 214.26	\$ 187.49	\$ 104.16	\$ 53.57	
<b>Total (USD)</b>	<b>\$ 40,495.14</b>	<b>\$ 38,997.92</b>	<b>\$ 16,353.12</b>	<b>\$ 5,153.97</b>	<b>\$ 101,000</b>
Pre-Treatment	85	72	45	30	
Blower Bldg. 1	25	34	28	16.21	
Blower Bldg. 2	25	34	28	16	
Electrical Bldg.	27	34	28	17	
Effluent Pump Station	27	34	28	17	
<b>Amount (hours)</b>	<b>189</b>	<b>208</b>	<b>157</b>	<b>96.21</b>	

**Our total fee for the said services would be \$101,00.00**

Please provide us with a purchase order so that we can schedule the work.

Sincerely,

Lakdas Nanayakkara, P.E. #37590

Accepted By: David Stambaugh, PE

Date

- 2211 N.E. 54<sup>th</sup> Street, Ft. Lauderdale, Fl 33308 – (954) 771-0630 – Fax (954) 771-0519
  - 580 Village Blvd. Suite 325 West Palm Beach, FL 33409
- Lye@lyengineering.com

# ATTACHMENT - F

Palm Beach County Water Utilities Department

Consulting/Professional Services Emergency and Disaster Mitigation and Recovery

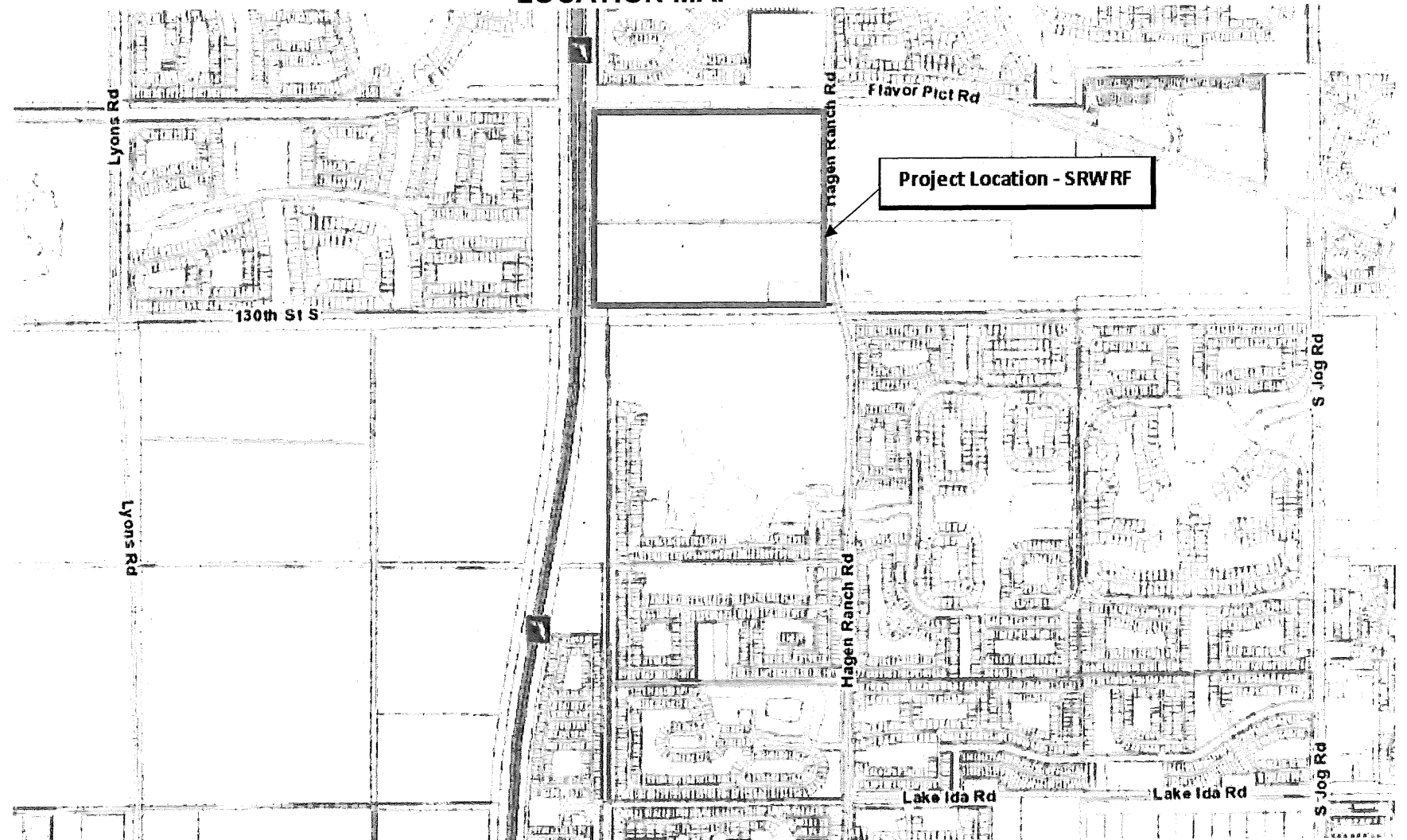
Resolution #R2017-0821 Contract Dated 06/20/2017

## AUTHORIZATION STATUS REPORT

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

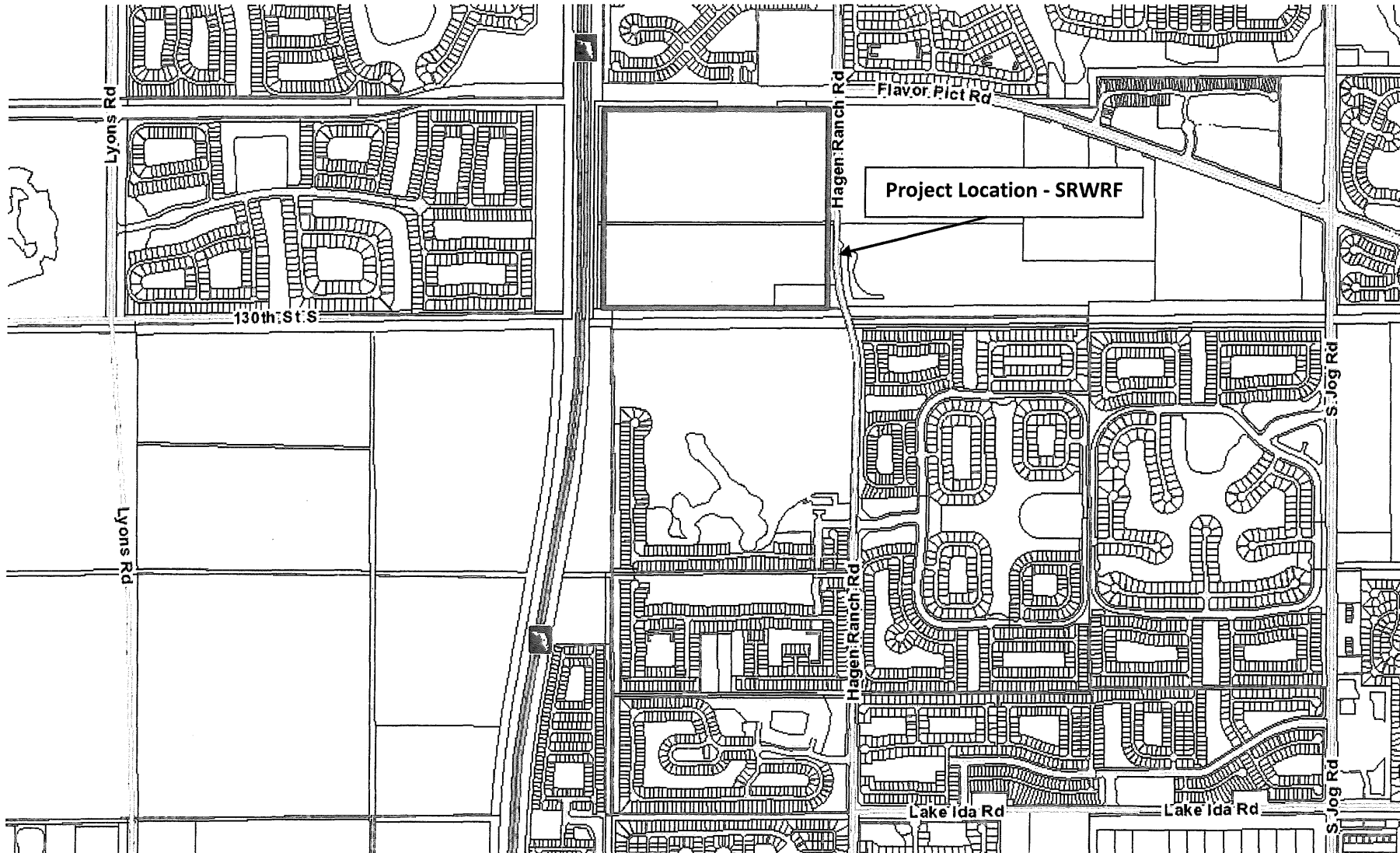
Master Contract Goal: <u>41</u> (%)	<b>SBE</b>
<b>Current Proposal</b>	
Value of Authorization No. 1	\$195,555.00
Value of SBE-M/WBE Letters of Intent	\$164,450.00
Actual Percentage	<u>84.09%</u>
<b>Signed/Approved Authorizations</b>	
Total Value of Authorizations	\$0
Total Value of SBE-M/WBE Signed Subcontracts	\$0
Actual Percentage	<u>0.00%</u>
<b>Signed/Approved Authorizations Plus Current Proposal</b>	
Total Value of Authorizations	\$195,555.00
Total Value of Subcontracts & Letters of Intent	\$164,450.00
Actual Percentage	<u>84.09%</u>

**ATTACHMENT – G  
LOCATION MAP**



WUD 19-088 SRWRF Hurricane Hardening Evaluation

ATTACHMENT - 2  
Location Map





Attachment - 3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/22/2020

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.

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.

PRODUCER: RBN Insurance Services, 303 E Wacker Dr Ste 650, Chicago IL 60601
CONTACT NAME:
PHONE (A/C, No, Ext): 312-856-9400 FAX (A/C, No): 312-856-9425
E-MAIL ADDRESS: rdelich@rbninsurance.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Hartford Fire Insurance Co. NAIC #: 19682
INSURER B: Navigators Insurance Company NAIC #: 42307
INSURER C: Twin City Fire Insurance Co. NAIC #: 29459
INSURER D: Great American E&S Ins. Co. NAIC #: 37532
INSURER E: Hartford Casualty Insurance Co NAIC #: 29424
INSURER F:

COVERAGES CERTIFICATE NUMBER: 2107860141 REVISION 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract for Consulting/Professional Services Emergency and Disaster Mitigation and Recovery (WUD Project No. 16-038).
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insured in the policy provisions of the General Liability and Automobile Liability policies as required by written contract.

CERTIFICATE HOLDER: Palm Beach County, Director of Engineering Division, Water Utilities Department, 8100 Forest Hill Blvd, West Palm Beach, FL 33413
CANCELLATION: 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: [Signature]

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