

## AGENDA ITEM SUMMARY

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$614,586	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
NET FISCAL IMPACT	\$614,586	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

**Budget Account No.:** Fund 4011 Dept 721 Unit W031 Object 6543

Is Item Included in Current Budget? Yes **X** No

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

Reporting Category **N/A**

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

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

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

### III. REVIEW COMMENTS

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

ARD 4/22/21  
 OFMB 4-22-21  
 Contract Development and Control  
 4-26-21 TW

**B. Legal Sufficiency:**

  
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  
Utility Distribution and Collection System Engineering Services  
Resolution No. R2020-1897 Contract Dated 12/15/2020

**Project Title:** Priority Aerial Canal Crossing Improvements Phase 3

**PBCWUD Project No.:** 21-035

**Consultant:** Holtz Consulting Engineers, Inc.

**Address:** 270 South Central Blvd, Suite 207, Jupiter, FL 33458

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

**District No.:** Countywide

This Consultant Services Authorization provides for: the condition assessment of fifty (50) aerial canal crossings (potable, wastewater and reclaimed) throughout the Palm Beach County Water Utilities Department (PBCWUD) service area with a recommendation of prioritized improvements. Work to include civil engineering, structural, and geotechnical design, survey, permitting, and bid support for improvements of up to twenty (20) aerial crossings.

(See **ATTACHMENT A** for detailed scope of services)

The Contract provides for 96.00% SBE participation, which includes 90.00% M/WBE participation, 85.00% MBE (H) and 5.00% MBE (A). This Consultant Services Authorization includes 87.25% SBE participation, which includes 71.87% M/WBE participation, 71.87% MBE (H) and 0.00% MBE (A). The cumulative SBE participation, including this authorization is 83.42% SBE participation, which includes 71.83% M/WBE participation, 71.83% MBE (H) and 0.00% MBE (A).

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 \$ 614,585.59
  - B. Fixed price of \$
  - C. Total \$ 614,585.59
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  
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**Project Title:** Priority Aerial Canal Crossing Improvements Phase 3

**PBCWUD Project No.:** 21-035

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 12/15/2020 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  
Utility Distribution and Collection System Engineering Services  
Resolution No. R2020-1897 Contract Dated 12/15/2020

Project Title: Priority Aerial Canal Crossing Improvements Phase 3

PBCWUD Project No.: 21-035

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

Joseph Abruzzo, Clerk of the Circuit Court  
& Comptroller, Palm Beach County

Palm Beach County, Board  
of County Commissioners

ATTEST:

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

Signed: \_\_\_\_\_  
*RE* Dave Kerner, Mayor *JK*

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

\_\_\_\_\_  
(Date)

Approved as to Form and Legal  
Sufficiency

CONSULTANT: Holtz Consulting Engineers, Inc.

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

Andrea Holtz  
Authorized Signature

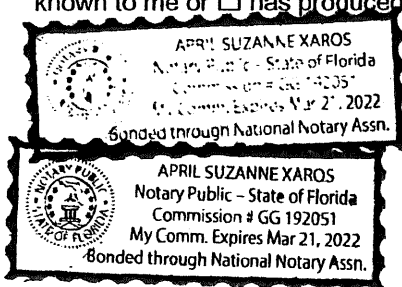
Typed Name: Michael W. Jones  
County Attorney

Andrea Holtz, President  
(Name and Title)

4/5/2021  
(Date)

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization,  
this 5 day of April, 2021, by Andrea Holtz who is ☒ personally  
known to me or ☐ has produced \_\_\_\_\_ as identification.



April Xaros  
(Signature of Notary Public - State of Florida)  
April Xaros GG192051  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Palm Beach County Water Utilities Department  
Contract for Consulting/Professional Services  
Utility Distribution and Collection System Engineering Services  
Resolution No. R2020-1897 Contract Dated 12/15/2020

**LIST OF ATTACHMENTS**

<b>ATTACHMENT A</b>	Scope of Services
<b>ATTACHMENT B</b>	Summary and Status of Consultant Services 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-M/WBE Business Tracking
<b>ATTACHMENT G</b>	Location Map

**ATTACHMENT A**

**SCOPE OF SERVICES**

**WUD Project No.:** 21-035

**Project Title:** Priority Aerial Canal Crossing Improvements Phase 3

**INTRODUCTION:**

As part of the Palm Beach County Water Utilities Department (PBCWUD) Priority Aerial Canal Crossing Improvements program, PBCWUD has requested that Holtz Consulting Engineers, Inc. (CONSULTANT) provide the scope of services listed below associated with the evaluation and prioritization of fifty (50) existing aerial canal crossings and the design and permitting of the recommended improvements for up to twenty (20) of the crossings.

**SCOPE OF SERVICES**

CONSULTANT shall perform the engineering Scope of Services as described herein and will be responsible for the following tasks:

**Task 1 – Kick-off Meeting and Site Visits**

- Attend one (1) kick-off meeting with PBCWUD staff to discuss project goals, request records, and confirm the aerial canal crossings to be evaluated; prepare meeting minutes with a list of action items with responsible parties and due dates.
- Visit fifty (50) different aerial canal crossing locations with PBCWUD staff to conduct a visual risk and condition assessment of the pipeline crossing and discuss operational and maintenance concerns that PBCWUD staff may have or problems they may be aware of.

**Task 1 Deliverables:**

- Meeting minutes with list of action items.

**Task 2 – Evaluation and Recommendation**

- Aerial crossings will be evaluated based on the physical condition of the pipeline, valves, air release valves, fan guards, piles, pile caps, etc.
- Identify a specific list of deficiencies and develop a scope of work of recommended improvements for each aerial canal crossing visited. Provide preliminary cost estimates for the recommended improvements for each crossing.
- Prepare a brief technical memorandum summarizing the recommended improvements and preliminary cost estimates.

**Task 2 Deliverables:**

- List of deficiencies for each of the fifty (50) aerial crossings evaluated.
- Scope of work of recommended improvements for the fifty (50) aerial canal crossings evaluated.
- Summary technical memorandum.

**Task 3 - Design Phase Services:**

Twenty (20) of the aerial canal crossings evaluated will be selected for the design of the improvements. CONSULTANT shall:

- Perform underground utility location services utilizing Ground-Penetrating Radar (GPR) at twenty (20) aerial crossing locations.
- Perform soft-dig utility test holes to confirm the existing water main/force main size, material, and depth of cover at each side of the twenty (20) aerial crossings to confirm tie-in locations and materials.
- Complete a topographic survey of twenty (20) of the aerial canal crossings depicting the horizontal and vertical location of facilities such as the pipeline crossing, valve box locations, canal cross section, easement, property and right-of-way lines, and markings of existing underground utilities located via GPR. It is assumed that the existing pipelines and crossings are all in PBCWUD easements therefore title searches, preparation of sketch and legal descriptions, and obtaining easements are not included in this proposal. No work will be performed outside of existing easements or public rights-of-way.
- Perform a geotechnical investigation including one (1) Standard Penetration Test (SPT) boring to a depth of approximately 40 feet below the existing grade at up to ten (10) of the aerial canal crossings. A geotechnical report will be provided containing the exploration data, discussion of the site and subsurface conditions, recommendations for foundation including driven pile capacity estimates and construction considerations.
- Produce preliminary engineering base map incorporating the survey base map and other known existing infrastructure identified in the area based on the information provided by PBCWUD. Submit preliminary engineering base map to local utilities for markup of their existing utilities. CONSULTANT will coordinate with each utility and provide follow-up communication as necessary and will include any utility markups received into the engineering base map.
- Develop and submit preliminary design construction drawings for the improvements recommended in Task 2, which could include a complete replacement of the aerial canal crossing. These drawings will provide graphic representation of the conceptual design intent of the preliminary (30%) design, alignment, and layout of each of the locations. These drawings will include conceptual layouts on plan sheets only (no profile) and will constitute the 30% completion level submittal for review and comment. Advancement of the construction drawings by CONSULTANT beyond 30% completion will be based on concurrence from PBCUWD regarding the agreed to design intent at each of the sites.
- Submit detailed design drawings and specifications at 60% and 90% completion for review and comment. Meet with PBCWUD staff after each submittal to review progress drawings, discuss design options, and respond to comments.



- Address comments from the 60% and 90% review meetings and permitting review. Prepare a final drawing submittal with final specifications for PBCWUD's use in obtaining a proposal from one of its pipeline continuing construction contractors, or for bidding, as decided by PBCWUD.
- Estimate quantities and prepare an Engineer's Opinion of Probable Construction Cost (EOPCC) at 90% and final completion.

**Task 3 Deliverables:**

- 60% submittal – Three (3) 24" x 36" sets of preliminary design drawings.
- 90% submittal – Three (3) 24" x 36" sets of preliminary design drawings and EOPCC.
- 100% submittal – Four (4) 24" x 36" signed and sealed sets of design drawings and specifications with copies of Final EOPCC.
- One (1) Compact Disk (CD) containing copies of all approved permits.
- Permit Book, including hard copy of all acquired permits and summary of all permit expiration dates.
- One (1) signed and sealed Geotechnical Engineer's report and one (1) copy of the same.
- One (1) CD containing all digital final deliverables, ArcGIS Shapefiles, AutoCAD files, portable document format (PDF's), etc.

**Task 4 - Permitting Phase Services:**

- Prepare and submit up to twenty (20) permit applications to the Palm Beach County Health Department (PBCHD) for replacement of the twenty (20) aerial crossings selected.
- Prepare and submit up to twenty (20) permit applications to the agencies having jurisdiction over the canal right-of-way (ROW) (Palm Beach County Engineering and Public Works Land Development Division, Lake Worth Drainage District (LWDD), South Florida Water Management District (SFWMD) or local municipality).
- Attend a pre-application meeting with the agency having jurisdiction over the canals (4 meetings total). Meetings will be held virtually via Zoom, Microsoft Teams, etc.
- Respond to one (1) Request for Additional Information (RAI) for each permit application.
- The 90% progress drawings shall be submitted with the permit applications. Revisions based on comments from the permitting process will be incorporated into the final drawings.

**Task 4 Deliverables:**

- PBCHD permit applications and permits.
- ROW permit application and permit from agency having jurisdiction over the canal.

### **Task 5 - Bidding Phase Services**

- CONSULTANT shall assist PBCWUD in advertising and obtaining bids or negotiating proposals for construction (including materials, equipment, and labor). It is anticipated that work shall be awarded under a single Construction Contract. PBCWUD shall receive and process deposits for bidding documents and maintain a record of prospective bidders to whom bidding documents have been issued.
- CONSULTANT shall conduct pre-bid conference in conjunction with PBCWUD staff and provide a written summary of issues discussed.
- CONSULTANT shall issue addenda and provide supplemental information or clarification (as appropriate), to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.
- CONSULTANT shall assist PBCWUD in evaluating bids and proposals, including reference checks. CONSULTANT shall submit to PBCWUD written recommendation of award to the lowest responsive responsible bidder.
- CONSULTANT shall prepare conformed contract documents for use by the Contractor during construction.

#### **Task 5 Deliverables:**

- Provide bid analysis letter for recommendation of prospective contractor.
- Provide CD Containing PDF of all submittal items for Bidding Phase.

### **Task 6 – Project Management**

CONSULTANT shall provide project management for engineering and related services including scheduling, preparing monthly progress reports, and providing Quality Assurance and Quality Control (QA/QC) of all communication and deliverables.

- Contract Administration – The progress of the project will be monitored and resources will be managed to achieve the schedule, budget, and work quality goals of the project. Consultant will keep PBCWUD informed as to the status and progress of the project. Communication with PBCWUD will be conducted under this task. Invoices shall be prepared on a monthly basis.
- QA/QC – CONSULTANT shall conduct internal QA/QC review of the deliverables for conformance to Contract and internal program requirements. The results of these reviews will be incorporated into the deliverables prior to submission to PBCWUD for review and comment.
- Monthly Status Report – Submit a brief monthly status report summarizing the progress of the project that occurred during that month. This report will be submitted with each monthly invoice.

#### **Task 6 Deliverables:**

- Project schedule in PDF format.
- Invoices prepared and submitted monthly.
- Project status report with each monthly invoice.

## **ASSUMPTIONS**

1. Condition assessments are based on visual observations only. No destructive testing or any other testing not specifically described above is included.
2. PBCWUD will select the twenty (20) aerial crossings for CONSULTANT to design the recommended improvements.
3. Up to ten (10) of the aerial crossing improvements will include a full replacement of the crossing including piles and pile caps. The new aerial crossing will be constructed adjacent to the existing aerial crossing and within the existing easement or right-of-way.
4. No permits from the US Army Corp. of Engineers (USACE) or Florida Department of Environmental Protection (FDEP) Environmental Resource Permits will be required.
5. Pre-application meetings with permitting agencies will be conducted virtually via Zoom, Microsoft Teams, etc.
6. PBCWUD shall pay all permit and application fees.
7. PBCWUD shall determine the diameter of new aerial crossing mains. No hydraulic modeling is included.
8. Attendance at any site visits with potential bidders will not be required.
9. Existing facilities and project improvements including new aerial crossings are located within existing easement/right-of-way and preparing/obtaining easements for the project will not be required.
10. Up to twenty (20) utility test holes are included to confirm main size, depth, material, and joint restraint.
11. Progress submittals will be electronic; all preliminary and final plans will be submitted via hard copy, as well as electronic.
12. Construction phase engineering services are not included but can be provided in a subsequent authorization.

## ATTACHMENT B

## SUMMARY AND STATUS OF CONSULTANT SERVICES AUTHORIZATIONS

[illegible]

**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: Priority Aerial Canal Crossing Improvements - Phase 3

NAME OF PRIME RESPONDENT/BIDDER: Holtz Consulting Engineers, Inc.

CONTACT PERSON: Stephen Fowler, P.E.

SOLICITATION OPENING/SUBMITTAL DATE: N/A

SOLICITATION/PROJECT/BID No.: WUD 21-035

ADDRESS: 270 South Central Blvd. Suite 207, Jupiter, FL 33458

PHONE NO.: 561-575-2005 E-MAIL: stephen.fowler@holtzconsulting.com

DEPARTMENT: PBCWUD

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	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
		Minority/Women Business	Small Business						
1. Holtz Consulting Engineers, Inc. 270 S. Central Blvd., Suite 207 Jupiter, FL 33458 561-575-2005	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>      </u>	<u>441,746.79</u>	<u>      </u>	<u>      </u>	<u>      </u>	
2. Underdog Utility Detection, LLC 3819 Victoria Drive West Palm Beach, FL 33408 561-687-8536	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>      </u>	<u>      </u>	<u>      </u>	<u>42,000.00</u>	<u>      </u>	
3. Dennis J. Leavy & Associates, Inc. 460 Business Parkway, Suite B Royal Palm Beach, FL 33411 561-753-0650	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>      </u>	<u>      </u>	<u>      </u>	<u>94,500.00</u>	<u>      </u>	
4. Wekiva Engineering, LLC 711 N. Orange Ave, Suite A Winter Park, FL 32789 321-972-4989	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>      </u>	<u>      </u>	<u>      </u>	<u>17,068.80</u>	<u>      </u>	
5. Tierra South Florida, Inc. 2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411 561-687-8536	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>19,270.00</u>	
(Please use additional sheets if necessary)				Total	<u>441,746.79</u>	<u>      </u>	<u>153,568.80</u>	<u>19,270.00</u>	
Total Bid Price \$ <u>614,585.59</u>				Total SBE - M/WBE Participation <u>\$536,246.79/ 87.25%</u>					

I hereby certify that the above information is accurate to the best of my knowledge: Andrea Holtz

Authorized Signature

Andrea Holtz, 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**

**Office of Equal Business Opportunity Compliance Programs**

Revised 02/11/2021

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 21-035  
SOLICITATION/PROJECT NAME: Priority Aerial Canal Crossing Improvements Phase 3

Prime Contractor: Holtz Consulting Engineers, Inc. Subcontractor: Holtz Consulting Engineers, Inc.

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☒ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/3/19-10/2/22

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

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

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Engineering Services				\$441,746.79

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: \$441,746.79

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

Price or Percentage: \_\_\_\_\_

Holtz Consulting Engineers, Inc.

Print Name of Prime

By: Andrea Holtz  
Authorized Signature

Andrea Holtz, P.E.

Print Name

President

Title

Date: 3/30/2021

Holtz Consulting Engineers, Inc.

Print Name of Subcontractor/subconsultant

By: Andrea Holtz  
Authorized Signature

Andrea Holtz, P.E.

Print Name

President

Title

Date: 3/30/2021



# 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 21-035

SOLICITATION/PROJECT NAME: Priority Aerial Canal Crossing Improvements - Phase 3

Prime Contractor: Holtz Consulting Engineers, Inc. Subcontractor: Underdog Utility Detection, LLC

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): NA

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

Column 1

Column 2

Column 3

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	Underground Locating Services				\$42,000.00

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: \_\_\_\_\_

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

\_\_\_\_\_  
Price or Percentage:

Holtz Consulting Engineers, Inc.

Print Name of Prime

By: Andrea Holtz  
Authorized Signature

Andrea Holtz, P.E.

Print Name

President

Title

Date: 3/24/2021

Underdog Utility Detection, LLC

Print Name of Subcontractor/subconsultant

By: Justin Ryan  
Authorized Signature

Justin Ryan

Print Name

President

Title

Date: 3/24/2021

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 (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 21-035  
 SOLICITATION/PROJECT NAME: Priority Aerial Canal Crossing Improvements - Phase 3

Prime Contractor: Holtz Consulting Engineers, Inc. Subcontractor: Dennis J. Leavy & Associates, Inc.

(Check box(s) that apply)

☒SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 02/25/19 thru 02/24/22

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

Column 1

Column 2

Column 3

☒Male ☐Female

☐African-American/Black ☐Asian American ☒Caucasian American

☐Supplier

☐Hispanic American ☐Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Topography - Engineering Survey				\$94,500.00

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: \$94,500.00

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.

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

Price or Percentage: \_\_\_\_\_

Holtz Consulting Engineers, Inc.

Print Name of Prime

By: Andrea Holtz  
 Authorized Signature

Andrea Holtz, P.E.

Print Name

President

Title

Date: 3/24/2021

Dennis J. Leavy & Associates, Inc.

Print Name of Subcontractor/subconsultant

By: David A. Bower  
 Authorized Signature

David A. Bower, PSM

Print Name

Vice President

Title

Date: 3/24/2021

## 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 21-035

**SOLICITATION/PROJECT NAME:** Priority Aerial Canal Crossing Improvements - Phase 3

Prime Contractor: **Holtz Consulting Engineers, Inc.** Subcontractor: **Wekiva Engineering, LLC**

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

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE

Date of Palm Beach County Certification (if applicable): **NA**

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

**Column 1**

**Column 2**

**Column 3**

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Supplier☐ Hispanic American      ☐ Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Structural Engineering Services				\$17,068.80

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: \$17,068.80

**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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant**Price or Percentage:** \_\_\_\_\_

**Holtz Consulting Engineers, Inc.**

---

**Print Name of Prime**

By: Andrea Holtz  
Authorized Signature

**Andrea Holtz, P.E.**

---

**Print Name**

## President

Title

Date: 3/24/2021

**Wekiva Engineering, LLC**

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_  
Authorized Signature

John Sobczak

Print Name \_\_\_\_\_

## Member

**Title**

Date: 3/24/2021

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 (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 21-035

SOLICITATION/PROJECT NAME: Priority Aerial Canal Crossing Improvements - Phase 3

Prime Contractor: Holtz Consulting Engineers, Inc. Subcontractor: Tierra South Florida, Inc.

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): NA

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

Column 1	Column 2	Column 3
<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"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Geotechnical Engineering Services				\$19,270.00

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: \$19,270.00

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.

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

Price or Percentage: \_\_\_\_\_

**Holtz Consulting Engineers, Inc.**

Print Name of Prime

By: Andrea Holtz  
Authorized Signature

Andrea Holtz, P.E.

Print Name

**President**

Title

Date: 3/24/2021

**Tierra South Florida, Inc.**

Print Name of Subcontractor/subconsultant

By: [Signature]  
Authorized Signature

Rajan Krishnasamy, P.E.

Print Name

**President**

Title

Date: 3/24/2021

Revised 09/17/2019

ATTACHMENT D

PROJECT SCHEDULE

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

<u>Engineering Services</u>	<u>Completion Date from Notice to Proceed</u>
Task 1 - Kickoff Meeting & Site Visits	60 (Calendar Days)
Task 2 – Evaluation and Recommendation	120 (Calendar Days)
Task 3 – Design Phase Services	300 (Calendar Days)
Task 4 – Permitting Phase Services	330 (Calendar Days)
Task 5 – Bidding Phase Services	375 (Calendar Days)
Task 6 – Project Management	Throughout Project Duration

Revised 02/11/2021

ATTACHMENT E  
BUDGET SUMMARY

Palm Beach County Water Utilities Department  
Contract for Consulting/Professional Services Utility Distribution and Collection System Engineering Services  
Resolution No.: R2020-1897 Contract Dated 12/15/2020  
Consultant Services Authorization: 2  
Consultant: Holtz Consulting Engineers, Inc.  
Project Title: Priority Aerial Canal Crossing Improvements - Phase 3  
WUD Project No.: 21-035

		Labor Classification and Hourly Rate												
Task No.		Principal	Associate Engineer	Senior Project Manager	Project Engineer (PE)	Project Engineer (EI)	Senior Designer/CADD Technician	Administrative Assistant		Total Raw Labor	Mileage	ODC	Sub Consultant Services	TASK TOTAL
Task Description		\$ 84.18	\$ 70.68	\$ 54.39	\$ 40.95	\$ 33.84	\$ 88.78	\$ 30.10						
1.0	Kick-off Meeting and Site Visits													
1.1	Kick-off Meeting Including Agenda and Minutes		3	6	6					\$ 784.08				\$ 2,320.88
1.2	Site Visits (3 hours per location, 50 locations total)		40	200	200					\$ 21,895.20				\$ 64,809.79
2.0	Evaluation, Recommendation, and Prioritization													
2.1	Evaluation of 50 Aerial Crossings	4	20	50	50	50				\$ 8,184.12				\$ 24,225.00
2.2	Recommendation of Improvements for 50 Aerial Crossings	4	20	50	50	50		2		\$ 8,244.32				\$ 24,403.19
	Subconsultant - Wekiva Structural Engineering												\$ 10,735.20	\$ 10,735.20
2.3	Summary Technical Memorandum	4	8	50	50	50	20			\$ 8,111.56				\$ 24,010.22
2.4	Technical Memorandum Review Meeting		3	3	4					\$ 539.01				\$ 1,595.47
3.0	Design Phase Services													
3.1	Underground Utility Location Services		2	4		40		2		\$ 1,752.72				\$ 5,188.05
	Subconsultant - Underdog Utility Detection, LLC. (20 locations and 40 soft-digs)									\$ -			\$ 42,000.00	\$ 42,000.00
3.2	Topographic Survey		2	4		40	60	2		\$ 4,079.52				\$ 12,075.38
	Subconsultant - Dennis J. Leavy Surveying (20 locations)												\$ 94,500.00	\$ 94,500.00
3.3	Geotechnical Investigation		2	4		30		2		\$ 1,419.32				\$ 4,201.19
	Subconsultant - Tierra of South Florida (10 locations)												\$ 19,270.00	\$ 19,270.00
3.4	Preliminary Design													

3524 Lone Pine Road  
Delray Beach Fl 33445

# Proposal

**Proposal Date:** 3/3/2021

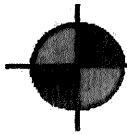
**Proposal #:** 510

**Project:** Aerial Canal Cros...

**Bill To:**

Holtz Consulting  
270 Central Blvd  
Jupiter FL. 33458

Description	Est. Hours/Qty.	Rate	Total
Locate and mark underground utilities utilizing Electromagnetic and Ground Penetrating Radar. 4Hr Min.	160	200.00	32,000.00
Pot hole excavation on soft surfaces.	40	250.00	10,000.00
Scope: Locate 20 areas as needed for aerial pipeline crossings to be replaced and include 2' soft digs per location. Areas and exact locations to be determined and provided once finalized.			
Total			\$42,000.00



# DENNIS J. LEAVY & ASSOCIATES, INC

Land Surveyors • Mappers

March 2, 2021

via Email: Stephen.fowler@holtzconsulting.com

Mr. Stephen Fowler, P.E.

Holtz Consulting Engineers, Inc.

270 South Central Boulevard, Suite 207

Jupiter, FL 33458



**RE: PROFESSIONAL LAND SURVEYING SERVICES – PBCWUD AERIAL CROSSING SITES,  
(DJLA #21-018-001)**

Mr. Fowler:

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

## **I. TOPOGRAPHIC SURVEY PREPARATION:**

Prepare a Topographic Survey as defined in Rule 5J-17.050 of the Standards of Practice adopted by the Board of Professional Surveyors and Mappers.

In particular the survey will depict the following for each of the twenty (20) individual aerial crossing sites, (locations to be determined at a later date):

- A. Topography at major ground elevation changes to depict existing ground profile at proposed project area. All Topographical Surveys shall have stationing established from south to north and west to east. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
  - 1. Obtain horizontal and vertical control for this Project using information published by the Palm Beach County Survey Department utilizing State Plane Coordinates for horizontal control and the North American Vertical Datum of 1988 (NAVD 88) for vertical control.
  - 2. Location of visible fixed improvements within the existing aerial crossing sites, including physical objects, roadway pavement, driveways, sidewalks, walls, curb, railroad tracks, drainage swales, trees, signs, fences, power poles and buildings.
  - 3. Location of above ground existing utilities: FP&L, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers; including invert elevations, pipe size, type and direction for storm and sanitary infrastructure.

460 BusinessParkWay, Suite B, Royal Palm Beach, Florida 33411 • Phone 561-753-0650  
SURVEY@DJLASURVEY.net



4. Elevations shall be indicated at 50 foot stations, at a minimum, to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks.
5. Obtain one (1) canal cross section within the existing canal right-of-way, adjacent to the existing aerial crossing. Cross sections will be depicted in both plan and profile view at a scale to be determined at a later date.
6. Provide and reference site benchmarks. Elevations to be referenced to an existing established City or County Benchmark.
7. Provide three (3) blackline sets of the record drawings signed and sealed by a registered land surveyor and a computer disk with survey and drawing information compatible with AutoCAD Civil 3D Version 2021.

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

**FEE FOR THE ABOVE SERVICES (PER SITE):.....\$ 4,725.00**

<b>It is the client's responsibility to review the scope of services proposed within this Proposal to ensure that the services required to successfully complete this project will be provided.</b>
---

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

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

**The above fees are subject to the following conditions:**

1. This Proposal is valid for ninety (90) calendar days from the date which first appears on this Proposal. After ninety (90) business days, Dennis J. Leavy & Associates, Inc. reserves the right to review and modify the fee(s) and/or time schedule(s) stated in this Proposal
2. Any services not included in this Proposal will be considered Additional Services. Additional Services will be provided at the hourly rates in effect at the time the services are requested, plus reimbursable expenses or for an agreed upon lump sum fee.

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

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


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

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

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

Sincerely,

DENNIS J. LEAVY & ASSOCIATES, INC.

  
\_\_\_\_\_  
David A. Bower, P.S.M.  
Vice President

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

**RE:    *PROFESSIONAL LAND SURVEYING SERVICES – PBCWUD AERIAL CROSSING SITES,  
(DJLA #21-018-001)***

**PROPOSAL ACCEPTED BY:**

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Firm name

\_\_\_\_\_  
Date of acceptance

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

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

**DENNIS J. LEAVY & ASSOCIATES, INC.**  
**BUDGET SUMMARY - PER SITE**

Palm Beach County Water Utilities Department  
 Project Title: Priority Aerial Canal Crossing Improvements - Phase 3  
 WUD Project No.: 21-035  
 Consultant: Dennis J. Leavy & Associates, Inc.

**BUDGET SUMMARY**

		Labor Classification and Hourly Rate							
Task Number	Task Description	Principle	Professional Surveyor (PSM)	3 man Survey Crew	Survey Associate	CADD Technician	Clerical	Total	Sub Consultant
		\$140.00	\$125.00	\$140.00	\$100.00	\$85.00	\$75.00	Labor	Services
1	Survey and Mapping	0.00	40.00	320.00	170.00	320.00	0.00	850.00	
2	Sub-Consultant								
	Subtotal Task 1	0.00	40.00	320.00	170.00	320.00	0.00		
	Subtotal Task 2								0.00
	Labor Subtotal Hours	0.00	40.00	320.00	170.00	320.00	0.00	852.00	
	Labor Raw Costs	\$0.00	\$5,000.00	\$44,800.00	\$17,000.00	\$27,200.00	\$0.00	\$94,000	
	Labor Total	\$94,000.00							
	Reproduction	\$500.00							
	Project Total	\$94,500.00							



711 N Orange Ave, Suite A  
Winter Park, FL 32789  
Phone: 321.972.4989

Wekiva Project Number: 21-152

March 11, 2021

Mr. Stephen Fowler, P.E., CGC  
Holtz Consulting Engineers, Inc.  
270 South Central Blvd., Suite 207  
Jupiter, FL 33458

Re: Proposal for Structural Engineering Services  
Palm Beach County Aerial Canal Crossing Project  
Palm Beach County, FL

Dear Mr. Fowler:

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Holtz Consulting Engineers, Inc. (HCE) for the above referenced project. It is our understanding that the project will entail the condition assessment and replacement of several crossings. The structural scope for this project will include the following:

- (5) Site visits to view the current condition and evaluate up to (50) pipe crossings.
- Design of up to (20) replacement pipe crossings. These are estimated to entail new piles and pile support caps.

---

#### **SCOPE OF SERVICES**

Wekiva proposes the following work tasks associated with the design described above:

*Task 1: Perform Site Visits and Condition Assessments:* Wekiva staff will visit the pipe crossings and perform a condition assessment. We will assist HCE with the preparation of design memos which will include observations, recommendations, and conclusions for each crossing.

*Task 2: Prepare Design Drawings and Specifications:* Wekiva will prepare design drawings for the proposed aerial pipe crossings. Standard specifications will also be provided.

---

#### **COST AND SCHEDULE**

Wekiva proposes to undertake the work described above on a time and expense fee basis for a not-to-exceed price of **\$17,068.80**. See the attached Table 1 for a breakdown of the fee per task item.

---

#### **TERMS AND CONDITIONS**

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to HCE and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'John' followed by a stylized surname.

John Sobczak, P.E.  
Member

Table 1 - Engineering Services Fee

Structural Engineering Services  
Aerial Canal Crossing Project  
Palm Beach County, FL  
March, 2021

Task	Task	Man-hours By Category					Totals	
No	Description	Principal	Project Engineer	Engineer	Drafting	Clerical	Hrs	Cost
		\$182.00	\$134.40	\$106.40	\$67.20	\$50.40		
1	Site Visits and Condition Assessment							
	Total Cost for Task 1	32	14	28	0	1	75	\$ 10,735.20
2	Prepre Design Documents							
	Total Cost for Task 2	10	10	14	25	0	59	\$ 6,333.60
	Total Project Cost							\$ 17,068.80



February 25, 2021, Rev 1 3/25/21

Holtz Consulting Engineers, Inc.  
270 South Central Boulevard, Suite 207  
Jupiter, FL 33458  
Attn: Mr. Stephen Fowler, P.E., CGC  
email: [Stephen.Fowler@HoltzConsulting.com](mailto:Stephen.Fowler@HoltzConsulting.com)

Re: Geotechnical Engineering Study  
PBC Aerial Canal Crossings  
Palm Beach County, Florida  
TSF Proposal No. 2102-134

Dear Steve:

As requested, **TIERRA SOUTH FLORIDA, Inc. (TSF)** is pleased to submit the following proposal for the performance of a Geotechnical Investigation for the proposed Aerial Canal Crossing in Palm Beach County.

#### **PROJECT INFORMATION**

We understand PBC Utility Department is assessing the conditions of the existing 50 aerial crossing throughout Palm beach County. We understand that at least 10 aerial canal crossing will require redesign.

#### **SCOPE OF SERVICE**

To explore the subsurface conditions, we propose to complete one Standard Penetration Test (SPT) boring to a depth of approximately 40 feet below the existing site grade at each aerial canal crossing to be evaluated. Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.

Our scope of work will consist of performing field services as authorized. Borings will be located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan if furnished by others. Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered. The boreholes will be plugged with grout upon completion.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked (Sunshine State One Call). **Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that the Contractor/Client will locate private utility lines, if any, in the field or clear boring locations of utility conflicts prior to mobilization of the drill rig, and that no MOT devices will be required.** TSF will recommend a utility line locating service upon request.

Please note that some damage could occur to the lawn/grass during field work. We will take all precautions to minimize damage. However, we assume that landscape damage, if any, will be repaired by others.

Upon completion of the field exploration, visual classifications will be performed and some laboratory testing, if necessary, will be performed on select samples.

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, geotechnical recommendations for foundation, including driven pile capacity estimates, and a discussion of some construction considerations.

UNIT FEE ESTIMATE

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule and that the work be performed pursuant to TSF’s General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, it is estimated that the total fee will be as noted below.

I.	FIELD INVESTIGATION	\$10,950.00
II.	LABORATORY TESTING	\$1,395.00
III.	FIELD ENGINEERING AND TECHNICAL SERVICES	\$1,300.00
IIIA.	ENGINEERING AND TECHNICAL SERVICES	\$5,625.00
		\$19,270.00

Our estimate covers the work needed to present our findings in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

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

Our estimate covers the work needed to present our findings. This proposal assumes that access to the proposed boring locations can be accomplished with a truck-mounted drill rig.

SCHEDULE AND AUTHORIZATION

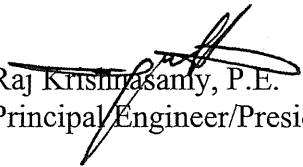
TSF will proceed with the work after receipt of a signed authorization to proceed, and utility clearances. The fieldwork is expected to take 5 to 7 days to complete, weather permitting. The soil profile report can be submitted within one week after completion of the field exploration.




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

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.

  
Raj Krishnasamy, P.E.  
Principal Engineer/President

  
Harmon Bennett, P.E.  
Principal Engineer

Attachments:  
General Terms and Conditions  
Unit Fee Estimate

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

Tierra South Florida's General Conditions:

**SCOPE OF WORK.** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSF) as set forth in TSF's proposal. Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSF. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSF's work. TSF shall have no duty or obligation to any third party greater than that set forth in TSF's proposal. Client's acceptance of TSF's proposal and these General Conditions. The ordering of work from TSF, or the reliance on any of TSF's work, shall represent acceptance of the terms of TSF's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

**RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSF and all necessary equipment in order to complete the work. While TSF will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.

**DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client will provide the location of all underground utilities or obstructions to TSF who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSF harmless for any damages to subterranean structures which are not called to TSF's attention and correctly shown on the plans furnished and will reimburse TSF for any expenses in connection with any claims or suits, including reasonable attorney fees at the trial and appellate levels.

**IN-PLACE MATERIALS TESTING** -TSF will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.

**SAMPLE RETENTION** -TSF will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.

**DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** -The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSF will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.

**STANDARD OF CARE** -Service performed by TSF under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSF and that the data, interpretations and recommendations of TSF are based solely on the information available to it. TSF shall not be responsible for the interpretation by others of information developed.

**ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.

**OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSF, as instruments of service, shall remain the property of TSF until final payment is received and a letter of copyright has been executed.

**BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.

If the Client fails to make any payment due to TSF for service and/or expenses within 60 days of date of invoice, TSF may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSF. In full. Further, TSF may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSF shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.

In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSF for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.

This contract shall be governed by the laws of the State of Florida.

**CONSTRUCTION REVIEW** - TSF cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSF's conclusions and recommendations.

**INDemnIFICATION** -TSF agrees to hold harmless and indemnify Client from and against liability arising out of TSF's negligent performance of the work. Client agrees to indemnify and hold TSF harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSF was not solely negligent.

**LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSF's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSF shall not exceed \$20,000 or the total fee for the services rendered on this project, whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability as filed by the contractor or the subcontractors arising from TSF negligent professional acts, errors or omissions.

If Client prefers to have higher limits on professional liability, TSF agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

**INSURANCE** -TSF represents and warrants that it and its agents, staff and consultants employed by it are protected by Workers Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSF has such coverage under public liability and property damage insurance policies that TSF deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.

Within the limits and conditions of such insurance, TSF agrees to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by TSF, its agents, staff and consultants employed by it. TSF shall not be responsible for any loss, damage or liability beyond the amount, limits and considerations of such insurance. TSF shall not be responsible for any loss, damage or liability arising from any act by clients, its agents, staff and other consultants employed by it.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSF will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

**TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSF shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination or suspension for more than three months prior to completion of all reports contemplated by this Agreement, TSF may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSF in completing such analyses, records and reports.

**CLIENT'S OBLIGATION TO NOTIFY TSF** -Client represents and warrants that it has advised TSF of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSF is to do work hereunder, and unless TSF has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSF harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSF's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSF by Client.

**HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSF to assume the status of an owner, operator, generator, storor, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial \_\_\_\_\_

TIERRA SOUTH FLORIDA, INC.						
	Unit	# of Units		Unit Price		Total
I. FIELD INVESTIGATION						
Mobilization of Men and Equipment						
Truck-Mounted Equipment	Trip	5	\$	350.00	\$	1,750.00
Standard Penetration Test Borings						
(By Truck-Mounted Equipment)						
0 - 50 ft depth	L.F.	400	\$	12.00	\$	4,800.00
50 - 100 ft depth	L.F.	0	\$	14.00	\$	0.00
Grout-Seal Boreholes						
(By Truck-Mounted Equipment)						
0 - 50 ft depth	L.F.	400	\$	5.00	\$	2,000.00
50 - 100 ft depth	L.F.	0	\$	6.00	\$	0.00
Casing Allowance						
(By Truck-Mounted Equipment)						
0 - 50 ft depth	L.F.	400	\$	6.00	\$	2,400.00
50 - 100 ft depth	L.F.	0	\$	8.00	\$	0.00
Shellby Tubes	EA	0	\$	120.00	\$	0.00
Sample Shipment	EA	0	\$	600.00	\$	0.00
II. LABORATORY TESTING						
Visual Examination by Staff Engineer	Hour	6	\$	95.00	\$	570.00
Natural Moisture Content Tests	Test	5	\$	10.00	\$	50.00
Grain-Size Analysis	Test	5	\$	65.00	\$	325.00
Organic Content Tests	Test	10	\$	45.00	\$	450.00
III. FIELD ENGINEERING						
Boring Layout and Utility Clearance	Hour	20	\$	65.00	\$	1,300.00
IIIA. ENGINEERING AND TECHNICAL SERVICES						
Principal Engineer	Hour	2	\$	175.00	\$	350.00
Professional Engineer	Hour	16	\$	150.00	\$	2,400.00
Project Engineer	Hour	25	\$	115.00	\$	2,875.00
CADD	Hour	15	\$	115.00	\$	2,300.00
TOTAL FEE FOR GEOTECHNICAL SERVICES					\$	19,270.00

Note – Maintenance of Traffic estimated at \$1,200.00 per day, if required to attain specific test site locations.

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

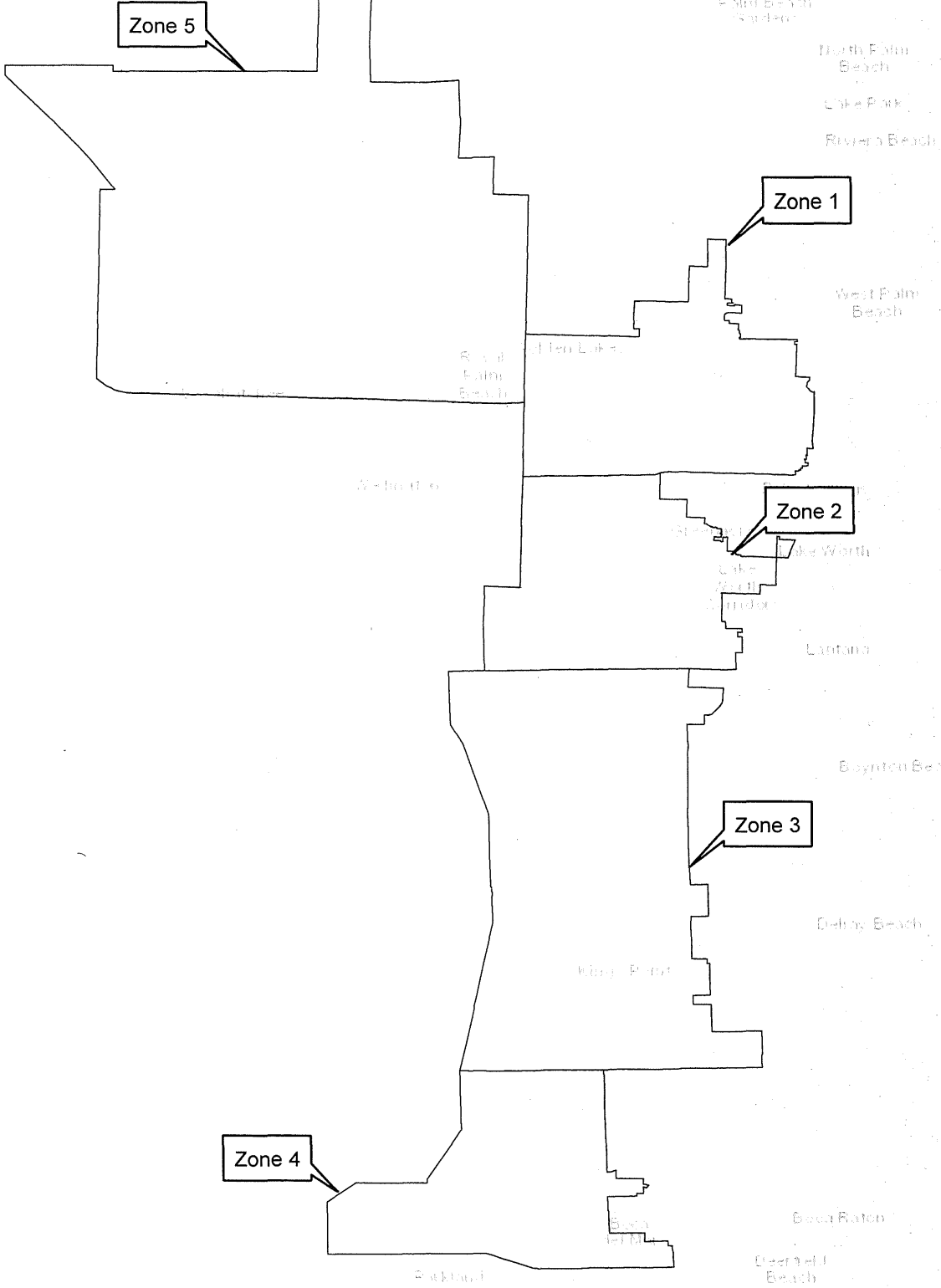
Resolution No.   R2020-1897   Contract Dated   12/15/2020  

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

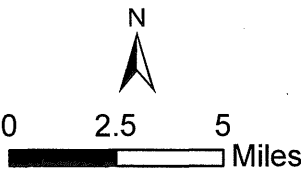
Master Contract Goals	SBE: 96%	M/WBE: 90%	MBE (H): 85%	MBE (A): 5%
Current Proposal				
Value of Authorization No. <u>  2  </u>	\$614,585.59	\$614,585.59	\$614,585.59	\$614,585.59
Value of SBE-M/WBE Letters of Intent	\$536,246.79	\$441,746.79	\$441,746.79	\$0.00
Actual Percentage	87.25%	71.87%	77.87%	0.00%
Signed/Approved Authorizations				
Total Value of Authorizations	\$200,714.90	\$200,714.90	\$200,714.90	\$200,714.90
Total Value of SBE-M/WBE Signed Subcontractors	\$143,914.90	\$143,914.90	\$143,914.90	\$0.00
Actual Percentage	71.70%	71.70%	71.70%	0.00%
Signed/Approved Authorizations Plus Current Proposal				
Total Value of Authorizations	\$815,300.49	\$815,300.49	\$815,300.49	\$815,300.49
Total Value of Subcontractors & Letters of Intent	\$680,161.69	\$585,661.69	\$585,661.69	\$0.00
Actual Percentage	83.42%	71.83%	71.83%	0.00%

Revised 02/11/2021

ATTACHMENT G



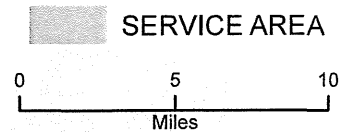
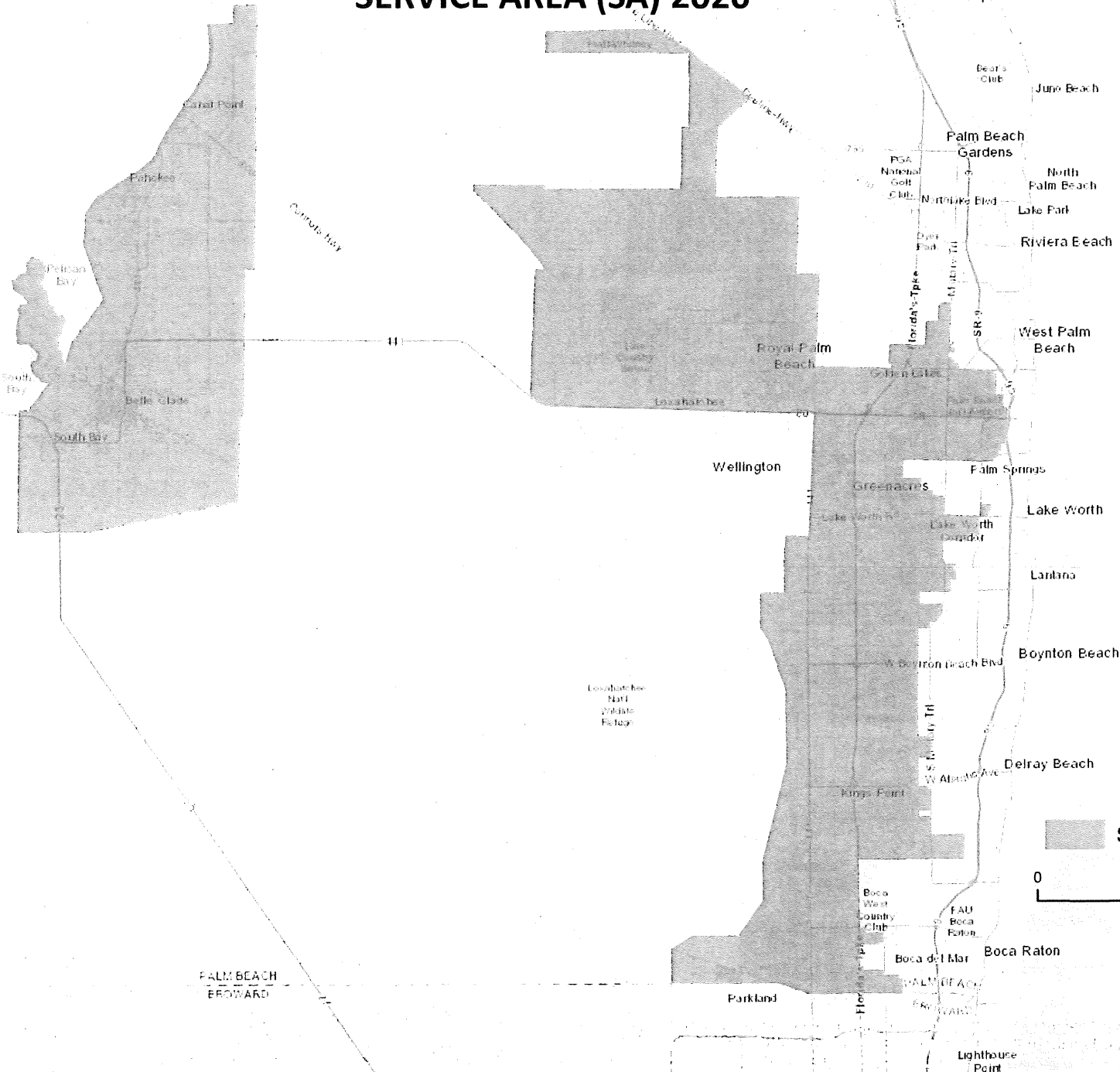
WUD Project. 21-035  
Aerial Crossings - Phase 3  
Location Map



Legend  
Zones

## ATTACHMENT 2 LOCATION MAP

# PALM BEACH COUNTY WATER UTILITIES DEPARTMENT SERVICE AREA (SA) 2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2020

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. 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

CAL Risk Management  
23 Eganfuskee Street  
Suite 102  
Jupiter, FL 33477

CONTACT NAME: Eileen Kivlighn

PHONE (A/C, No, Ext): (561) 868-6295

FAX (A/C, No): (561) 427-6730

E-MAIL ADDRESS: Ekivlighn@calllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Ins	44520
INSURER B : Travelers Casualty and Surety Company of America	31194
INSURER C : Crum & Forster	21105
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Holtz Consulting Engineers, Inc.  
270 S Central Boulevard  
Suite 207  
Jupiter, FL 33458

COVERAGES				CERTIFICATE NUMBER:		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.													
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY		X	X	EPK126836	5/15/2019	5/15/2021	EACH OCCURRENCE	\$ 2,000,000			
		CLAIMS-MADE	X						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
									MED EXP (Any one person)	\$ 10,000			
									PERSONAL & ADV INJURY	\$ 2,000,000			
									GENERAL AGGREGATE	\$ 4,000,000			
									PRODUCTS - COMP/OP AGG	\$ 4,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:												
		POLICY	X	PRO-JECT		LOC							
	OTHER:												
A	AUTOMOBILE LIABILITY			X	X	EPK126836	5/15/2019	5/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
		ANY AUTO OWNED AUTOS ONLY							SCHEDULED AUTOS	BODILY INJURY (Per person)	\$		
	X	HIRED AUTOS ONLY	X						NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$		
									PROPERTY DAMAGE (Per accident)	\$			
										\$			
										\$			
	UMBRELLA LIAB			OCCUR					EACH OCCURRENCE	\$			
	EXCESS LIAB			CLAIMS-MADE					AGGREGATE	\$			
	DED		RETENTION \$						\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A	X	UB9K5640712047G	5/15/2020	5/15/2021	X	PER STATUTE		OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)										E.L. EACH ACCIDENT	\$ 1,000,000	
											E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
											E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Professional Liab					EPK126836	5/15/2019	5/15/2021	Agg \$4M, Per Occur				3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project No: WUD 15-096. Lift Station Rehabilitation Project A

The certificate holder is included as an additional insured for ongoing and completed operations for general liability per forms EN0111 & EN0320 when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, and workers compensation when required by written contract. Cancellation per policy terms and conditions.

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 under the terms of the policy. In addition, Palm Beach County Water Utilities Departments, its officers, directors, agents and employees SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Palm Beach County, Water Utilities Department  
Directors Utilities Engineering  
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

Eileen Kivlighn