PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:

June 11, 2024

Consent [X] Public Hearing [] Regular []

Department:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) Amendment No. 4 to the Contract for Consulting/Professional Services Secondary Clarifier and Effluent Filtration Improvements Engineering Services (Contract) with Hazen and Sawyer, P.C., (Consultant) to extend Contract by an additional 280 calendar days, increase the not to exceed amount by \$931,423 and the lump sum by \$61,932 for a total of \$993,355. B) a \$294,000 Budget Transfer in the Water Utilities Department's Capital Improvement Fund from Wastewater Force Mains to fully fund the project

Summary: On December 19, 2017, the Board of County Commissioners (BCC) approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2017-1912) with Consultant to provide engineering services during the design, permitting, bidding, and construction phases for the Secondary Clarifier and Effluent Filtration Improvements (Project) at Southern Region Water Reclamation Facility (SRWRF). Amendment No. 4 will extend the Contract duration for the remainder of the construction and allow the Consultant to provide additional coordination and engineering services during construction. This Contract was procured under the requirements of the 2002 Small Business Enterprise (SBE) Ordinance (R2002-0064) prior to the adoption of the new Equal Business Ordinance on October 16, 2018. The SBE participation goal established under the 2002 SBE Ordinance was 15% overall participation. The Contract provides for 21% SBE participation. Amendment No. 4 includes 3.99% SBE participation. The cumulative SBE participation including Amendment No. 4 is 17.8% SBE. The Consultant is headquartered in New York, New York, but maintains an office in Palm Beach County from which the majority of the work will be performed. The Project is included in the PBCWUD FY23 budget. (PBCWUD Project No. 17-022) District 5 (MWJ)

Background and Justification: On December 19, 2017, the BCC approved a contract with Consultant for professional engineering services including the design, permitting, bidding, and construction phase services for the Contract (R2017-1912). Subsequently, on November 19, 2019, the BCC approved a Contract with R.J. Sullivan Corp., (R2019-1776) for the construction of the Project with a construction duration of forty-five (45) months. On October 19, 2021, the BCC approved Amendment No. 1 (R2021-1539) to extend the term of the Contract an additional 730 calendar days to match the final construction schedule and increase the Contract by \$758,942 to \$2,758,432. The BCC approved Amendment No. 2 (R2022-1537) on December 20, 2022 to provide for full-time construction inspection services and allows the Consultant to provide an increased level of support to PBCWUD for coordination and engineering services for the remainder of the construction of the Project. Amendment No. 2 increased the lump sum and not to exceed amounts by \$12,864 and \$664,524 respectively (\$677,388 total) enabling the Consultant to continue supporting PBCWUD through the construction completion and close out of the Project. Amendment No. 3 was approved by the Board on November 30, 2023 to provide an extension of time for the services associated with Tasks 5, 6, 7, 8, 9, 10, 11 and 12, provided by the Engineer as part of the existing Contract.

Amendment No. 4 will increase the lump sum amount by \$61,932 from \$1,226,548 to \$1,288,480. Amendment No. 4 will also increase the not to exceed amount by \$931,423 from \$2,209,272 to \$3,140,695. The revised total compensation as provided in the Contract including Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is \$4,429,175.

Amendment No.4 also requests an additional employee category for Consultant entitled "Senior Field Coordinator" at the hourly rate as identified in Exhibit B4 is incorporated into the previous categorical summary included in the Contract.

Attachments:

- 1. Two (2) Originals of Amendment No. 4
- 2. Location Map
- 3. Ebix Compliance Summary Report4. Budget Transfer Form

Recommended By:	Ali Bayat	5/29/2024				
•	Department Director	Date				
Approved By:	Wel & Slew	5/3/24				
	Assistant County Administrator	Date '				

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028						
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match County	\$993,355 <u>0</u> 0 0 0 0	0000	<u>0</u> 0 0 0	<u>o</u> <u>o</u> <u>o</u>	00000						
NET FISCAL IMPACT	<u>\$993,355</u>	<u>0</u>	<u>o</u>	<u>0</u>	<u>0</u>						
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>						
Budget Account No.: F	und <u>4011</u>	Dept <u>721</u>	Unit W01	0 Object	<u>6545</u>						
Is Item Included in Current Budget? Yes No X(1)											
(1) See Attached Budge											
Is this item using Federal F	unds?		Yes	No X							
Is this item using State Fun	ds?		Yes	No <u>X</u>							
	1	Reporting Cate	gory <u>N/A</u>								
B. Recommended Sou	. Recommended Sources of Funds/Summary of Fiscal Impact:										
One (1) time expend forward.	iture from use	r fees, connect	ion fees and	balance brought							
C. Department Fiscal		<u>W Eggertsso</u> gertsson (May 17, 2024 09	<u>//</u> :22 EDT)								
	III. <u>RE</u> '	VIEW COMMEI	<u>NTS</u>								
A. OFMB Fiscal and/o	r Contract De	evelopment and	d Control Co	omments:							
AGDUAL OFMB	5/17/24 ADF 3/17	- / <u>/</u>	nnde h potract Developed N 5/3-/3-4	packly 5/	les bif itrol						
B. Legal Sufficiency:			•								
Assistant Cou	ety Attorney	5/24/20	1								
C. Other Department F	Review:										
Department D	irector										

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

AMENDMENT NO. 4

TO

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES SECONDARY CLARIFIER AND EFFLUENT FILTRATION IMPROVEMENTS ENGINEERING SERVICES PBCWUD PROJECT NO. 17-022

This Amendment No. 4 is made as of the // day of / une 2024, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Hazen and Sawyer, P.C. [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 13-2904652.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree that the Contract for Consulting/Professional Services entered into by the parties on December 19, 2017, and referenced by County Resolution Number R2017-1912 (hereinafter "the CONTRACT"), is amended as follows:

- 1. The project schedule set forth in Article 2 included an original completion of services date of December 18, 2021, which was extended in Amendment No. 1. to the CONTRACT (R2021-1539) for an additional 730 calendar days to December 18, 2023. Amendment No. 3 to the CONTRACT (R2021-1619) extended the completion of services date an additional 450 days to March 12, 2025. The project schedule of the CONTRACT is hereby extended by an additional 280 calendar days to reflect a new completion of services date of December 17, 2025. All schedules, tables, charts, or other items of the CONTRACT containing the project schedule are hereby similarly amended to reflect a new completion of services date of December 17, 2025.
- 2. The compensation as provided in the CONTRACT, Amendment No. 1 and Amendment No. 2 was for a lump sum fee of \$1,226,548.00 plus a not to exceed amount of \$2,209,272.00 for a total of \$3,435,820.00. No additional compensation was included in Amendment No. 3. Amendment No. 4 will increase the lump sum amount by \$61,932.00 from \$1,226,548.00 to \$1,288,480.00. Amendment No. 4 will also increase the not to exceed amount by \$931,423.00 from \$2,209,272.00 to \$3,140,695.00. The revised total compensation as provided in the CONTRACT including Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 is \$4,429,175.00. The modified Schedule of Payments is contained in Exhibit B4 attached hereto and made a part hereof for the additional services contained in this Amendment No. 4. The modified OEBO schedules 1 and 2 are contained in Exhibit D4 attached hereto and made a part hereof for the additional services contained in this Amendment No. 4.
- An additional employee category for CONSULTANT entitled "Senior Field Coordinator" at the hourly rate as identified in Exhibit B4 is incorporated into the previous categorical summary included in the CONTRACT.

4. The OEBO Schedule 1 is contained in Exhibit "D4" attached hereto and made a part hereof for the additional services contained in this Amendment No. 4.

All other provisions of the CONTRACT, as modified by Amendment No. 1, Amendment No. 2 and Amendment No. 3 shall remain unchanged by this Amendment No. 4 and shall remain in full force and effect.

AMENDMENT NO. 4

TO

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES SECONDARY CLARIFIER AND EFFLUENT FILTRATION IMPROVEMENTS ENGINEERING SERVICES PBCWUD PROJECT NO. 17-022

IN WITNESS WHEREOF, this Amendment No. 4 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: & \(\sum_{\text{Maria Sachs, Mayor}} \)
Typed Name: Deputy Clerk	(Date)
Approved as to Form and Legal Sufficiency	Hazen and Sawyer, P.C. (Consultant)
Signed:	Albert Muniz, P.E. (Print Name) (Signature)
Typed Name: Michael W. Jones County Attorney	Vice President (Title) 5 / 14 / 2 02 4 (Date)
STATE OF FLORIDA	(Date)
COUNTY OF Palm Beach	_
The foregoing instrument was acknowledged before m	e by means of 💢 physical presence or □ online notarization,
this 4 day of Many Jony, by Albert	: <u>Muniz</u> who is ⊠ personally
known to me or □ has produced	as identification.
Bonded Thru Notary Public Underwriters	(Signature of Notary Public - State ofFlorida) McNally vpe, or Stamp Commissioned Name of Notary Public

EXHIBIT A4 SCOPE OF WORK

Secondary Clarifier and Effluent Filtration Improvements Engineering Services (PBCWUD Project No. 17-022)

INTRODUCTION

On December 19, 2017 Palm Beach County Board of County Commissioners (COUNTY) entered into an agreement entitled Contract for Engineering Services for Southern Region Water Reclamation Facility for the Secondary Clarifier and Effluent Filtration Improvements Headworks – Palm Beach County Water Utilities Department Project No. 17-022 (CONTRACT) with Hazen and Sawyer, P.C. (CONSULTANT) to provide engineering services for design, permitting assistance, bidding support and construction services.

BACKGROUND

The above referenced professional services are related to Palm Beach County Water Utilities Department's (PBCWUD) Southern Region Water Reclamation Facility (SRWRF). The project aims to enhance operational efficiency by replacing aging infrastructure. The scope for this project includes but is not limited to upgrades and the improvements to the reclaimed water production facilities, upgrades and improvements to the secondary clarifiers and sludge pump stations, additional secondary clarifier scum manholes, modifications/expansion to bulk hypochlorite storage, and other miscellaneous aspects as presented herein that are associated with the anaerobic digesters and biogas system.

The preliminary and design, permitting, and bidding services (Tasks 1 through 4) furnished under this CONTRACT have been completed by the CONSULTANT. Construction of the facilities included in the design under this CONTRACT is underway and will extend beyond the initial anticipated construction completion date. To align with the contractor's extended construction schedule, the CONSULTANT will provide construction phase services associated with the project through completion of the construction phase as an Amendment to this CONTRACT.

The CONSULTANT shall perform engineering services associated with the construction and commissioning of the Secondary Clarifier and Effluent Filtration Improvements at the Southern Region Water Reclamation Facility for the extended duration of the construction phase of the project.

Tasks 5, 6, 7, 8, 9, 10, 11 and 12 within the existing CONTRACT are active tasks associated with the construction phase of the project. Construction completion of the project is anticipated to extend to December 17, 2025 which is beyond the previously anticipated completion of Tasks 5, 6, 7, 8, 9., 10, 11 and 12. It is the desire of the COUNTY for the CONSULTANT to provide construction phase services associated with Tasks 5

through 12 of the existing CONTRACT to December 17, 2025 as identified in Exhibit C4 herein.

Amendment 4 extends the duration of time and includes additional engineering fees for the services associated with Tasks 5 through 12 provided by the CONSULTANT as part of the existing CONTRACT.

ADDITIONAL CONSTRUCTION PHASE SCOPE OF SERVICES

Task 5 – Construction Contract Administration

The CONSULTANT will provide additional services as identified below for the management of engineering tasks to December 17, 2025 which is the anticipated completion date of the project's construction phase. Such management activities will include project coordination with COUNTY, general coordination with the Contractor, scheduling, pay requests, and general correspondence with COUNTY and the Contractor.

5.1 – Pre-Construction and Monthly Progress Meetings

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

Amendment No. 1 to the original CONTRACT increased the number of monthly progress meetings from 23 to 44. Amendments No. 2 and 3 did not increase the number of progress meetings. To date, 48 project progress meetings have occurred and based on Contractor's progress schedule it is anticipated that the construction duration will extend to December 17, 2025. As a result, 28 additional progress meetings are anticipated to account for the additional meetings held to date as well as the additional meetings anticipated up to the December 17, 2025 construction completion date.

5.2 - Submittals

Amendment No. 1 to the original CONTRACT had increased the number of shop drawing submittals from 145 to 225 shop drawings and Operation and Maintenance (O&M) manuals. The number of submittals was not increased in Amendments No. 2 and 3. The current number of shop drawings and O&M manuals received and processed is over 420 submittals, which has exceeded the assumed quantities of shop drawings and O&M manuals. It is anticipated that a total of 475 shop drawings and O&M manuals will be submitted for review. This equates to 250 submittals beyond the 225 previously assumed for this task. The level of effort for the additional submittals is less than four (4) hours per submittal.

5.3 - Interpretations, Clarifications and Change Orders

Amendment No. 1 to the original CONTRACT increased the number of requests for information (RFIs) to be addressed by the CONSULTANT from 50 to 80 RFIs. The number of RFIs was not increased in Amendments No. 2 and 3. The current number of RFIs submitted for review has exceeded the assumed amount for a current total of 158 RFIs. It is anticipated that a total of 200 RFIs will be submitted for review and processing over the construction duration. The level of effort for the additional submittals is three (3) hours per submittal.

Task 5.5 – Owner's Representative Services

The CONSULTANT provides additional construction phase engineering services as identified below to serve as the COUNTY's representative in the day to day activities associated with the construction phase of this Project.

5.5.2 - Processing of Contractor Applications for Payment through COUNTY

The original CONTRACT included a total of 24 applications for payment requiring assistance from the CONSULTANT to process and obtain approval by the COUNTY. To date, 35 applications for payment have been submitted and processed, which is 11 more applications for payment than previously included. Due to the anticipated construction completion date of December 17, 2025, an additional 24 applications for payment from the Contractor are anticipated resulting in a total of 35 additional applications for payment to be reviewed and processed by CONSULTANT.

Task 6 - Resident Project Representative

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

6.1 – Resident Project Representative

The CONSULTANT will provide a RPR for field observation of the construction to help determine whether the general provisions of the Contract Documents are being fulfilled and to reasonably protect COUNTY against defects and deficiencies in the work of the Contractor. Amendment No. 4 includes providing additional RPR services up to the anticipated construction completion date of December 17, 2025. Compensation is based on providing additional RPR services for seven (7) hours per week over the additional 104 week (24 month) duration with a total resident project representation level of effort based on 728 hours.

Task 10 - Independent Environmental, Health and Safety Inspector Services

CONSULTANT will provide an Independent Environmental, Health and Safety Inspector for review of Contractor generated site safety documentation and site inspections as summarized below.

The CONSULTANT will review, identify deficiencies, and provide recommendations (when appropriate) for the following documents submitted by the Contractor:

- 1. Site-specific health and safety plan (SSHASP)
- 2. Job hazard analyses (JHA's) for all activities
- 3. Daily health and safety reports
- 4. Accident reports and investigations
- 5. Site safety manager qualifications
- 6. Training records

The CONSULTANT will perform bi-weekly inspections consisting of the following activities:

- 1. Inspection duration will be an average of four (4) hours; this includes, travel time, site visit, meeting attendance and report generation
- 2. Walk the site and audit the implementation of the Contractor's safety program (i.e., SSHASP)
- 3. Prepare and submit a report summarizing the findings of the site visit and any observed deficiencies.
- 4. Review the Contractor's response to deficiencies identified during the site visit and provide a written follow-up.

Based on the results of the inspection and the nature of the violation/deficiency, the CONSULTANT will perform a re-inspection of the site. The CONSULTANT will notify the Owner and Contractor of such deficiencies and need for re-visit.

When required, the CONSULTANT will provide support during accident investigations and OSHA inspections. The CONSULTANT will submit a report summarizing their findings when participating in an accident investigation and OSHA inspection.

Amendment No. 1 to the original CONTRACT provided for independent environmental, health and safety inspector services on a bi-weekly basis over a 36 month construction period. Amendment No. 4 will extend the duration for providing independent environmental, health and safety inspector services to the anticipated construction completion date of December 17, 2025.

Additional site inspections under Amendment No. 4 will occur twice per month with eight (8) anticipated revisits for a total of 56 additional inspections. The CONSULTANT has assumed a duration of four (4) hours for each inspection.

Task 11 - Construction Phase Inspection Services

The CONSULTANT shall provide part-time inspection services during the construction of the work to observe the quality of the work being performed and to assist in determining if the work is proceeding in accordance with the Contract Documents. The inspector will assist the Contractor in understanding the intent of the Contract Documents, and to ensure the completed work substantially conforms to the Contract Documents.

The inspector will attend construction progress meetings, review Contractor As-Built information monthly to confirm proper updates are being made, observe materials and equipment testing in accordance with the Contract Documents, and review applications for payment submitted by the Contractor and material vendors to confirm completion level for each pay item.

The inspector will report, in writing, whenever the CONSULTANT believes that work is unsatisfactory, faulty or defective, does not conform to the Contract Documents, does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.

The inspector will prepare daily reports and submit the daily reports in electronic portable document format (PDF) to the COUNTY on a weekly basis.

Amendment No. 1 and Amendment No. 2 to the original CONTRACT provided full-time inspection services up to a construction phase completion date of December 17, 2023. Amendment No. 4 includes additional part-time (24 hours per week) inspection services totaling 2,496 hours to be provided by the CONSULTANT up to the anticipated construction phase completion date of December 17, 2025.

ASSUMPTIONS

 The CONSULTANT additional services as presented in Task 5, 6, 10 and 11 of Amendment 4 are based upon a December 17, 2025 construction phase completion date. Services included in Amendment 4 required beyond the December 17, 2025 construction phase completion date may be extended through an additional amendment to the CONTRACT.

DELIVERABLES

A list of deliverables for the scope of services provided and associated with Amendment 4 is presented below:

A. FDEP Notification of Completion of Construction of Facilities

- B. FDEP Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals
- C. Close-out of permits
- D. Construction progress meeting minutes
- E. Training (startup and operations)
- F. Certificate of Substantial Completion
- G. Certificate of Final Completion
- H. Record drawings including field survey of exterior yard electrical and piping
- I. Draft chapter updates to SRWRF O&M staff for review and comments.
- J. Final chapter updates in PDF and hard copy originals.
- K. Updated SRWRF Process Flow Diagram
- L. Monthly Project Control progress reports

EXHIBIT B4 BUDGET SUMMARY

Secondary Clarifier and Effluent Filtration Improvements Engineering Services (PBCWUD Project No. 17-022)

The Scope of Work to be completed by the CONSULTANT as defined in Exhibit A4 consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"* as expressly indicated below. COUNTY is responsible for payment in each phase. COUNTY reserves the sole option to require a continuation to each phase, as needed. There is no obligation by the COUNTY to pay for a phase, unless COUNTY opts to require said work. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1 - Design through Bidding

Task(s) to be completed:

Task 1 – Preliminary Design

Task 2 - Final Design

Task 3 – Permitting

Task 4 – Construction Bid Services

Task 8 – Project Management

Task 12 - SRWRF Process Flow Diagram Update

Completion Time:

16 months from receipt of Notice-to-Proceed for Task 1 through 4

Task 8 under the CONTRACT had an initial completion time of 1460 calendar days from receipt of Notice-to-Proceed. Completion time was extended for an additional 730 calendar days under Amendment No. 1 to the CONTRACT for Task 8 and Task 12. Amendment No. 3 extended the completion time for Task 8 and Task 12 for an additional 450 calendar days. Amendment No. 4 will extend the completion time for Task 8 and Task 12 for a total CONTRACT completion date of December 17, 2025, which is 2920 calendar days from receipt of Notice-to-Proceed.

Compensation for Phase 1:

The CONTRACT had an initial compensation of \$1,148,157.00 based on lump sum method of payment. Amendment No. 1 added Task 12 to the CONTRACT and increased the compensation an additional \$65,527.00 for Task 8 and Task 12 resulting in a CONTRACT total compensation amount of \$1,213,684.00. Amendment No. 2

increased the compensation an additional \$12,864.00 for Task 12 resulting in a CONTRACT total compensation amount of \$1,226,548.00. Amendment No. 3 did not increase the compensation for Phase 1. Amendment No. 4 will increase the compensation an additional \$61,932.00 for Task 8 resulting in a CONTRACT total compensation lump sum amount of \$1,288,480.00.

Deliverable(s) Required:

Listed in Exhibit A4

PHASE 2 - Construction

Task(s) to be completed:

Task 5 - Construction Contract Administration

Task 6 – Resident Project Representative

Task 7 – Operations and Maintenance Manual Update

Task 9 – PLC Programming

Task 10 - Environmental Health and Safety Inspection Services

Task 11 – Construction Phase Inspection Services

Completion Time:

The CONTRACT had an initial completion time of 1460 calendar days from receipt of Notice-to-Proceed. Completion time was extended for an additional 730 calendar days under Amendment No. 1 to the CONTRACT and an additional 450 calendar days under Amendment No. 3 to the CONTRACT. Amendment 4 will extend the completion time for a total CONTRACT completion date of December 17, 2025, which is 2920 calendar days from receipt of Notice-to-Proceed.

Compensation for Phase 2: The CONTRACT had an initial compensation of \$851,333.00 based on a time and materials method of payment for Task 5 through 7. Amendment No. 1 added Tasks 9 through 11 to the CONTRACT and increased the compensation an additional \$693,415.00 for Tasks 5 through 11 resulting in a CONTRACT total time and materials compensation amount of \$1,544,748.00. Amendment No. 2 added SubTask 5.5 to the CONTRACT and extended the duration for construction phase inspection services provided under Task 11 with an increase in the compensation totaling \$664,524.00 for SubTask 5.5 and Task 11, resulting in a CONTRACT total time and materials compensation amount of \$2,209,272.00. Amendment No. 3 did not increase the

compensation for Phase 2. Amendment No. 4 will increase the compensation by \$931,423.00 for Tasks 5, 6, 10 and 11, resulting in a CONTRACT total time and materials compensation amount of \$3,140,695.00.

Deliverable(s) Required:

Listed in Exhibit A4

The following CONSULTANT employee category and associated hourly rates as presented below will be incorporated into the existing CONTRACT employee categories:

Employee Title	Maximum Raw Hourly Rate	Multiplier	Maximum Hourly Rate
Senior Field Coordinator	\$54.70	3.00	\$164.10

^{*&}quot;Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables

PBCWUD 17-022 Secondary Clarifier and Effluent Filtration Improvements Project No.: WUD 17-022

EXHIBIT B4 - Fee Summary - Amendment 4

							Hours								SUB-CONSUL	TANTS	
Task	Description	Vice President	Senior Associate	Associate	Senior Principal	Principal Engineer	Engineer	Principal Designer	Designer	Senior Field Coordinator	Administrator	Total Hours	Hazen Fee	HEE Fee	SE Florida EHS	Total Sub-consultants	PROJECT TOTALS
1,0	Preliminary Design	0	0	0	0	0	0	0	0	0	0	0	\$0			\$0	\$0
2.0	Final Design	1														ŀ	
	2.1 - Prepare 60% Submittel	0	0	0	0	0	0	0	Ð	0	0	0	\$0			\$0	\$0
	2.2 - Prepare 90% Submittal	0	0	0	0	0	0	0	Ð	0	0	0	\$0			\$0	\$0
	2.3 - Prepare 100% Submittal	0	0	0	0	0	0	0	0	0	0	0	\$0	1	-	\$0	\$0
3.0	Permitting	0	0	0	0	0	0	C	0	0	a	0	\$0			\$0	\$0
4.0	Construction Bid Services	0	0	C	0	0	0	0	0	0	0	0	\$0			\$0	\$0
5,0	Construction Contract Administration																
	5.1 - Preconstruction Meeting & Progress Meetings (28)	22	56	84	0	0	0	0	0	0	0	162	\$36,033	\$5,472		\$5,472	\$41,505
	5.2 - Submittals (250)	0	125	225	0	300	300	0	0	0	0	950	\$149,513			\$0	\$149,513
	5.3 - Interpretation, Clarifications and Change Order (120)	0	120	120	0	120	O	0	0	, 0	0	360	\$68,940			\$0	\$68,940
	5.4 - Pay Requests (35)	0	35	175	0	0	0	0	0	0	0	210	\$42,368			\$0	\$42,368
	5.5 - Owner Represetative Services	0	0	0	0	0	0	Ð	0	0	0	0	\$0	1		\$0	\$0
6.0	Resident Project Representative																
	6.1 - Resident Project Representative	0	488	a	0	240	0	0	0	0	0	728	\$151,704	\$34,200	}	\$34,200	\$185,904
	6.2 - Discipline Specific Inspections	G	0	0	0	Q	0	0	D	0	0	0	\$0			\$0	\$0
	6.3 - Startup Services and Operator Training	l c	0	0	0	0	0	0	0	D	0	0.	\$0			so	\$0
	6.4 - Substantial / Final Completion	0	0	0	0	0	0	0	0	D	0	0	\$0			\$0	\$0
	6.5 - Preparation of Record Drawings	0	0	0	0	0	0	0	9	ð	0	0	\$0			\$0	\$0
7.0	Operation and Maintenance Manual Update	0	0	0	0	0	C	0	0	Ð	0	O:	\$0		1	so	\$0
8.0	Project Manager	52	104	0	104	0	0	q	0	0	52	312	\$61,932	İ		\$0	\$61,932
9.0	PLC Programming	0	0	D	0	0	a	O	0	0	0	0	\$0			\$0	\$0
10.0	EHS Inspection Services	0	0	0	0	0	a	0	0	0	0	0	\$0		\$33,600	\$33,600	\$33,600
11,0	Construction Phase Inspection Services	0	C	0	0	0	a	0	0	2,496	0	2,496	\$409,594			\$0	\$409,594
12,0	SRWRF Process Flow Diagram Update		0	0	0	0	0	0	0	0	0	0	\$0			so	so
7	SUB-TOTAL Hours	74	928	604	104	660	300	0	0	2,496	52	5,218	\$920,083	\$39,672	\$33,600	\$73,272	\$993,355
	Labor rate	\$280.50	\$243.00	\$193.50	\$169.50	\$138,00	\$114,00	\$123,00	\$102.00	\$164,10	\$85,50						
	Labor Raw Costs	\$93,50	\$81,00	\$64.50	\$56.50	\$46.00	\$38,00	\$41.00	\$34.00	\$54.70	\$28.50						
	Labor Multiplier	3,0	3,0	3,0	3,0	3,0	3,0	3,0	3,0	3.0	3.0						
	Labor Sub-Total	\$20,757	\$225,504	\$116,874	\$17,628	\$91,080	\$34,200	\$0	\$0	\$409,594	\$4,446		\$920,083				
	Sub-consultant Total							4								\$73,272	
	Project Total																\$993,355



HILLERS ELECTRICAL ENGINEERING, INC.

March 7, 2024

Mr. John Koroshec, PE Associate Vice President Hazen and Sawyer, PC 2101 Corporate Blvd Boca Raton, FL. 33431

Subject: Southern Regional Water Reclamation Facility Secondary Clarifier and Effluent Filtration Improvements Construction Phase Services- Amendment 4

Dear John:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide Hazen and Sawyer, PC (Hazen) this revised proposal for additional construction phase engineering support and inspection services for the above referenced project.

Palm Beach County Water Utilities (County) has extended the current construction support services contract for an additional twenty-four (24) months. This proposal is for additional meetings and inspection services through the extended period.

Task 5 - Construction Contract Administration

Task 5.1: Pre-Construction and Monthly Progress Meetings

• HEE will attend up to an additional 24 construction progress meetings.

Task 6 - Resident Project Representative

Task 6.2: Discipline Specific Inspections

 Additional inspection services in addition to current budget to maintain support through the extended contract period.

Our proposed T&M Task 5.1 additional fee is: \$5,472.00
Our proposed T&M Task 6.2 additional fee is: \$34,200.00
Total amendment fee: \$39,672.00

HEE wishes to thank Hazen and Sawyer for the opportunity to assist with this project. Please do not hesitate to call me if you have any questions regarding this proposal or any other related matter.

Sincerely,

Mark E. Luther, PE

Mark Exect

MEL/mel

Business Development/Proposal/PBCWUD SRWRF Secondary Clarifier and Effluent Filtration Improvements Amendment 4-03072024.doc

23257 State Road 7, Suite 100, Boca Raton, Florida 33428 561-451-9165 Fax: 561-451-4886

PBCWUD SRWRF Secondary Clarifier and Effluent Filtr	ation Improv	ements-Am	endment 4						1		ļ	
HILLERS ELECTRICAL ENGINEERING, INC.												
Scope Fee Breakdown -Construction Phase Services												
Date: 3/7/2024												
Rate	\$212.00	\$154.00	\$114.00	\$114.00	\$96,00	\$85,00	\$142.00	\$63.00	Task			
	Proj. Man.	Profess Eng.	Engineer	Const, Coord	Cadd	Drafting	Programmer	Secretarial	Sub-Total		Sub-Total	Total
PHASE OF WORK	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Expenses	Cost	Cost
Task 5 - Construction Contract Administration												\$5,472.00
Task 5.1: Pre-Construction and Progress Meetings												
Addiitional Progress Meetings (24)				48					48		\$5,472.00	
Task 6 - Resident Project Representative									A STATE OF THE STA			\$34,200.00
Task 6.2 Discipline Specific Inspections		terror same										
Addiitional Discipline Specific Inspections				300		•			300		\$34,200.00	
Total Hours				348					348			
Total Labor and Expenses				\$39,672.00							\$39,672.00	\$39,672.00

Scope Fee Summary Page 1

SOUTHEAST FLORIDA EH&S CONSULTING, LLC 5267 MACCON WAY WESTLAKE, FL 33470 (SEFLEHS@GMAIL.COM)

March 1, 2024

John Koroshec, P.E. Associate Vice President Hazen and Sawyer, PC 211 NW Corporate Blvd., Suite 301 Boca Raton, FL 33431

Subject: Southern Region Water Reclamation Facility Secondary Clarifler and Effluent Filtration Improvement

Dear Mr. Koroshec,

Southeast Florida EHS Consulting (SEFEHS) is pleased to provide independent Environmental, Health, and Safety (EHS) inspection and support services during the construction phase of the referenced project as identified below:

Task 1 – Independent Environmental, Health and Safety Inspector Services

SEFLEHS will provide an Independent Environmental, Health and Safety Inspector for review of Contractor generated site safety documentation and site inspections as summarized below.

SEFLEHS will review, identify deficiencies, and provide recommendations (when appropriate) for the following documents submitted by the Contractor:

- 1. Site-specific health and safety plan (SSHASP)
- 2. Job hazard analyses (JHA's) for all activities
- 3. Daily health and safety reports
- 4. Accident reports and investigations
- 5. Site safety manager qualifications
- 6. Training records

SEFLEHS will perform bi-weekly inspections consisting of the following activities:

- Inspection duration will be an average of four (4) hours; this includes, travel time, site
 visit, meeting attendance and report generation
- Walk the site and audit the implementation of the Contractor's safety program (i.e., SSHASP)
- Prepare and submit a report summarizing the findings of the site visit and any observed deficiencies

Disclaimer: Southeast Florida EH&S Consulting, LLC assumes no liability for any recommendations or best management practices since they are intended for guidance purposes only. It is the responsibility of contractors to comply with the criteria set forth within the 29 CFR Part 1926 OSHA standard under the rules of construction.

SOUTHEAST FLORIDA EH&S CONSULTING, LLC 5267 MACCON WAY WESTLAKE, FL 33470 (SEFLEHS@GMAIL.COM)

- Review the Contractor's response to deficiencies identified during the site visit and provide a written follow-up.
- Based on the results of the inspection and the nature of the violation/deficiency, SEFLEHS will perform a re-inspection of the site. SEFLEHS will notify the Owner and Contractor of such deficiencies and need for re-visit.

When required, the SEFLEHS will provide support during accident investigations and OSHA inspections. SEFLEHS will submit a report summarizing their findings when participating in an accident investigation and OSHA inspection.

The original subcontract agreement provided for independent environmental, health and safety inspector services on a bi-weekly basis over a 36 month construction period.

Additional site inspections under this amendment to the existing subcontract agreement will extend the independent environmental, health and safety inspector services for an additional 730 calendar day (24 month) duration and will occur twice per month with eight (8) anticipated revisits for a total of 56 additional inspections. SEFLEHS has assumed a duration of four (4) hours for each inspection.

Deliverables

- SEFEHS shall provide biweekly reports based on SEFEHS's observations of the construction site and shall highlight any observed deficiencies.
- SEFEHS shall provide written responses to the Contractor's remedial actions implemented to address deficiencies identified and resolution obtained.
- SEFEHS shall provide a report in the event of an accident investigation and/or OSHA inspections that occur during the project's duration.

Compensation

Compensation for the services as presented above will be provided on a not-to-exceed basis as summarized below:

TASK NO	HOURLY RATE	HOURS	NUMBER OF TOTAL VISITS
Independent EHS inspections	\$150	4	56 \$33,600

Disclaimer: Southeast Florida EH&S Consulting, LLC assumes no liability for any recommendations or best management practices since they are intended for guidance purposes only. It is the responsibility of contractors to comply with the criteria set forth within the 29 CFR Part 1926 OSHA standard under the rules of construction.

SOUTHEAST FLORIDA EH&S CONSULTING, LLC 5267 MACCON WAY WESTLAKE, FL 33470 (SEFLEHS@GMAIL.COM)

Respectfully,

Dennis Mantjos

Dennis Mantjos, CSP, CFPS, CHST, CRIS, ERIS, TCS, CES Southeast Florida EH&S Consulting, LLC seflehs@gmail.com https://www.seflehs.com







Certification 23768

Certification 5839

Certification C-1126

Disclaimer: Southeast Florida EH&S Consulting, LLC assumes no liability for any recommendations or best management practices since they are intended for guidance purposes only. It is the responsibility of contractors to comply with the criteria set forth within the 29 CFR Part 1926 OSHA standard under the rules of construction.

EXHIBIT C4 PROJECT SCHEDULE

Secondary Clarifier and Effluent Filtration Improvements Engineering Services (PBCWUD Project No. 17-022)

The completion dates as modified in Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 for this work will be as follows (starting from CONSULTANT'S receipt of Notice to Proceed [NTP] of the original CONTRACT). This schedule updates the schedule labeled "Exhibit C" included in the original CONTRACT.

Engineering Services Task No.	Completion from NTP (calendar days)	Completion Date from NTP
Task 5 – Construction Contract Administration	2920	December 17, 2025
Task 6 - Resident Project Representative	2920	December 17, 2025
Task 7 – Operation and Maintenance Manual Update	2920	December 17, 2025
Task 8 – Project Management	2920	December 17, 2025
Task 9 – SRWRF Control System PLC Programming	2920	December 17, 2025
Task 10 – Independent Environmental, Health, and Safety Inspection Services	2920	December 17, 2025
Task 11 - Construction Phase Inspection Services	2920	December 17, 2025
Task 12 – Update of Existing SRWRF Process Flow Diagram	2920	December 17, 2025

EXHIBIT D4

OFFICE OF EQUAL BUSINESS OPORTUNITY (OEBO)
SCHEDULE 1 AND SCHEDULE 2
Secondary Clarifier and Effluent Filtration Improvements Engineering Services
(PBCWUD Project No. 17-022)

OEBO SCHEDULE 1

GOLICITATION/PROJECT/BID NAME: Contract for Consultant Contract for Contract f	ing/Professional Son Improvements E	ervices Secor ngineering Se	idary Clarifier ervices		OLICITATION	PROJECT/BID	NO.: WUD	17-022				
	her 19, 2017			Water Utilities county department:								
Section A PLEASE LIST THE DOLLAR AMO IAME OF PRIME RESPONDENT/BIDDER: ONTACT PERSON: Albert Muniz, P.E. / Vice	d Sawyer, P.C	-	OF WORK			2101 N RESS: <u>33431</u>	W Corporate	NSULTANT* ON Blvd., Suite 30	1, Boca Rat	on, FL		
RIME'S DOLLAR AMOUNT OR PERCENTAGE OF WO SMWBE Prime's must include their percentage or dollar a	\$920,083 DRK:	3.00	pation line t		Non-SB		WBE SE					
Section B PLEASE LIST THE DOLLAR AMO	OUNT OR PER	CENTAGE	OF WORK	TO BE COM	PLETED BY <u>Ali</u>	<u>SUBCONTRA</u>	CTORS/SUBC	ONSULTANTS O	N THE PROJ	ECT BELOW:		
	(Check a		le Categori	•		DOLLAR AN	OUNT OR	OUNT OR PERCENTAGE OF WORK				
Subcontractor/Sub consultant Name	Non-SBE	MBE Minority Business	WBE Women Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Asian	Other		
Hillers Electrical Engineering, Inc. 1, 23257 SR 7, Suite 100 Boca Raton, FL 33428 (561) 451-9165	-	~	- Control of Control	V		\$39,672.00						
Southeast Florida EH&S Consulting, LLC 5267 Maccon Way, Westlake, FL 33470 2. (239) 910-8162		air neisea		WALL VALUE OF THE PARTY OF THE				\$33,600.00				
3.	one to Dough		And the second	adaptive state								
4.		na / healds	S constant	of the comments	-							
5.			Year work									
(Please use additional sheets if necessary)				Total		\$39,672.00		\$33,600.00				
otal Bid/Offer Price \$ 993,355.00				IULAI	Tota	Il Certified S/M/V	/BE Participation	\$39,672.0	0			
hereby certify that the above information is accurate to the b	est of my knowle	_{dge:} A	lbert M	luniz 🦼	Aldeni	+ 1M	ymus.	Vi	ce President	t		
				Name & Autho	orized Signature		d			Title		

Note:

- 1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
- 2. Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

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 17-022 SOLICITATION/PROJECT NAME: Contract for Consulting/Professional Services Secondary Clarifier and Effluent Filtration Improvements Engineering Services Subcontractor Hillers Electrical Engineering, Inc. Prime Contractor: Hazen and Sawyer, P.C. (Check box(s) that apply) Date of Palm Beach County Certification (if applicable). 10/17/2021-10/16/2024 ☑SBE □WBE ☑MBE □M/WBE □Non-S/M/WBE The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☑ Male ☐ Female ☐ 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 Description **Unit Price** Quantity/ Contingencies/ **Total Price/Percentage** Item Units **Allowances** 96848 Inspection Services, Electrical Instrumentation and Controll \$39,672,00 \$39,672.00 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project \$39,672.00 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. N/A Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Hazen and Sawyer, P.C. Hillers Electrical Engineering, Inc. Print Name of Prime Print Name of Subcontractor/subconsultant Authorized Signature Albert Muniz, P.E. Mark Luther Print Name Print Name Vice President Senior Vice President Title Title

Date: 5/14/2024

Revised 09/17/2019

5/9/2024

Date:

GEBO 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 boilded 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 17-022 SOLICITATION/PROJECT NAME: Contract for Consulting Professional Sentions Secondary Clastifier and Efficient Filtration Improvements Engineering Services Subcontractor: Southeast Florida EH&S Consulting, LLC Prime Contractor: Hazen and Sawyer, P.C. (Check box(s) that apply) □SBE □WBE □MBE □M/WBE □Non-S/M/WBE □Nate of Palm Beach County Certification (If applicable): The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 □ African-American/Black □ Asian American
□ Hispanic American □ Native American ØMale □ Female **□**Supplier S/MAWBE PARTICIPATION - S/MAWBE 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/MAWBE 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/MAWBE credit will only be given for the areas in which the S/MAWBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Hem Units Allen 91883 Security/Salaty Consulting \$33,600.00 \$33,600.00 red to self-perform the above-described work in conjunction with the aforementioned project The undersigned Subcontractor/subconsultant is prep \$33,600.00 at the following total price or percentage: ned intends to subcontract any partion of this work to acut accompanied by a separate properly executed Schedule 2. N/A Harne of 2"/5" Her Subcentractor/subconsultant Hazen and Sawyer, P.C. Southeast Florida EH&S Consulting, LLC Print Name of Subcontractor/subconsultant my ! Authorized Signature Dennis Mentjos

Print Name

Manager

3/21/24

Albert Muniz, P.E.

Vice President

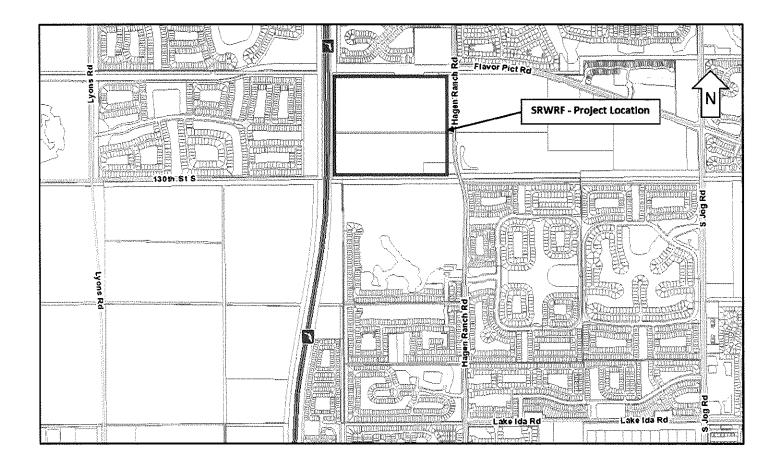
5/14/2024

Revised 09/17/2019

EXHIBIT E4

Location Map

PBCWUD Project No. 17-022



Revised 12/20/2022

Inter-Office Memorandum

Palm Beach County



Water Utilities Department

DATE:

May 14, 2024

TO:

File

FROM:

Eduardo Torres, P.E. ET

SUBJECT: 17-022 Secondary Clarifier and Effluent Filtration Process Improvements

Hazen and Sawyer, P.C. is requesting that Contract No. R2017-1912 with Palm Beach County Water Utilities Department include Amendment No. 4 with the addition of 280 calendar days to be added to the schedule and an additional \$993,355.00 pursuant to delays caused by the Contractor.

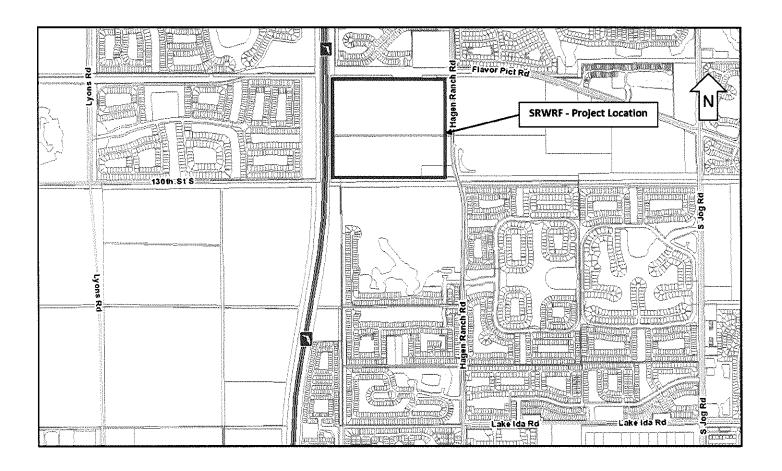
This delays have been monitored very closely by Hazen and Sawyer and discussed at each construction progress meeting. The project schedule set forth in Article 2 included an original completion of services date of December 18, 2021, which was extended in Amendment No. 1 to the Contract (R2021-1539) for an additional 730 calendar days to December 18, 2023. Amendment No. 3 extended the final completion date to March 12, 2025. The new Completion data requested under Amendment No. 4 will be December 17, 2025.

Thank you.

ATTACHMENT NO. 2

Location Map

PBCWUD Project No. 17-022



Revised 12/20/2022

ATTACHMENT NO. 3

Print Date 5/14/2024 6:22:53 AM



Page 1 of 1

Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001889	Hazen and Sawyer, P.C.	Modified	Compliant					17-022	Contract For Consulting/Professional Services Secondary Clarifier and Effluent Filtration Improvements
		Ag , XV	National Fire Insurance Company of Hartford	7036845635	3/29/2024	3/29/2025	Auto Liability		
		Ag , XV	American Casualty Company of Reading, Pennsylvania	7036845683	3/29/2024	3/29/2025	General Liability		
		A, XV	Continental Casualty Company	aeh008231489	3/29/2024	3/29/2025	Professional Liability		
		Ag , XV	American Casualty Company of Reading, Pennsylvania	7036845652	3/29/2024	3/29/2025	Workers Comp		

Risk Profile:

Standard - General Services

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity:

OFMB Department - Posted

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

ATTACHMENT 4

FUND 4011 - Water Utilities Capital Improvement Fund

BGEX 051524*1375

Board of County Commissioners

EXPENDED/

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED AS OF 5/15/2024	REMAINING BALANCE
Expenditures 721W010-6545 Wastewater Lift Stations	88,092,836	18,035,517	294,000	0	18,329,517	17,286,360	1,043,157
721W019-6547 Wastewater Force Mains Total expenditures	11,464,478	11,050,414	294,000	294,000 294,000	10,756,414	5,960,153	4,796,261
Office of Financial Management and Budget	_				BY BOARD (OF COUNTY COMM AT MEETING OF	ISSIONERS
INITIATING DEPARTMENT/DIVISION	Jang .	Egytser	for ex		·	June 11, 2024	
Administration/Budget Department Approval	- Fei	We 5	1 1 - 1		Deputy Clerk to the		