	BOARD OF COUNT	CH COUNTY Y COMMISSIONERS EM SUMMARY	
Meeting Date:	April 8, 2025	Consent [X] Public Hearing []	Regular []
Department:			
	I. EXECU	TIVE BRIEF	

Agenda Item #3K-4

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 2 to the Consulting/Professional Services Pressure Pipeline Engineering Services (Contract) with Keshavarz & Associates, Inc. (Consultant) for Engineering Services during Construction for Belle Glade Water Main Improvements, SE Zone 4 Water \$ystem Replacement Project (Project) for a not to exceed amount of \$648,072.04.

Summary: On April 20, 2021, the Board of County Commissioners (BCC) approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2021-0504) with Consultant. CSA No. 2 provides for professional engineering services during construction for the replacement and relocation of approximately 14,500 linear feet of water mains within the south east area of the City of Belle Glade designated as Zone 4. Project also includes the relocation of approximately 47 water services from the rear of the property to the front of the property. Services include, but are not limited to, construction management services, field observations, project administration and review of deliverables.

This Contract was presented to the Goal Setting Committee (Committee) on July 1, 2020, and the Committee established an Affirmative Procurement Initiative (API) of a minimum mandatory 20% Small Business Enterprise (SBE) subcontracting goal and a Minority Business Enterprise (MBE) evaluation preference for African American (AA) owned firms. Consultant committed to 95% SBE participation, which includes 95% MBE participation, 20% MBE (AA). The SBE proposed participation for this CSA No. 2 is 100%, which includes 0% MBE (AA). To date, the overall participation achieved on this Contract is 99% SBE participation. The Consultant is a Palm Beach County based company. The Projects is included in the PBCWUD FY 2025 budget. (PBCWUD Project No. 21-033) District 6 (MWJ)

Background and Justification: Consultant will assist PBCWUD with monitoring the construction phase and coordinate with both PBCWUD and the contractor during construction of the Project. These engineering services during construction will maximize the value of the County's rehabilitation project during construction through services to enforce contract requirements, coordinate construction activities with stakeholders, and review the contractor's documentation, including pay applications.

Attachments:

- 1. Two (2) Originals of Consultant Services Authorization No. 2
- 2. Location Map
- 3. Ebix Compliance Summary Report

Recommended By: _	ACIBOYAL	317/25
	Department Director	Date
Approved By:	for for	2/10/25
· · · · ·	Assistant County Administrator	Date

Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2	025	2	026	2	027		2028	2029
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match County		<u>48,073</u> 0 0 0 0 0		00000		00000		0 0 0 0 0	0 0 0 0
NET FISCAL IMPACT	<u>\$64</u>	8,073		<u>0</u>		<u>0</u>		<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)		<u>0</u>		<u>0</u>		<u>0</u>		<u>0</u>	<u>0</u>
Budget Account No.:	Fund 4	011 De	ept	<u>721</u>	Unit	<u>w</u>	038	Object	<u>6543</u>
Is Item Included in Curren	t Budget?				Yes	X	No		
Does this item include the	use of fec	leral fund	s?		Yes		No _	x	
Is this item using State Fu	nds?				Yes		No	<u>x</u>	
		Repo	orting	Categ	ory <u>N</u>	<u>/A</u>			
B. Recommended Sc	ources of	Funds/Si	umma	ary of	Fisca	l Im	oact:		
One (1) time expen C. Department Fiscal		A	es, co My	innecti	on fee	es an	d balan	ce broug	nt forward.
	ζ ι ιι	. REVIEV	v co	MMEN	ITS				
A. OFMB Fiscal and/or Contract Development and Control Comments:									
B. Legal Sufficiency: Assistant County Attorney									
C. Other Department Review:									
Department Director									
This summary is not to be	used as a	basis for	payn	nent.			·		

CONSULTANT SERVICES AUTHORIZATION NO. 2 Palm Beach County Water Utilities Department Contract for Consulting/Professional Services Pressure Pipeline Engineering Services Resolution No. <u>R2021-0504</u> Contract Dated <u>April 20, 2021</u>

Project Title: Belle Glade Water Main Improvements; SE Zone 4 Water System Replacement Project

PBCWUD Project No.: 21-033

Consultant: Keshavarz & Associates, Inc.

Address: 711 North Dixie Highway, Suite 201, West Palm Beach, FL 33401

Budget Line Item No.: 4011-721-W038-6543

District No.: 6

This Consultant Services Authorization provides for: Construction phase and community outreach

support related to constructing the potable water system and gravity sanitary collection system

improvements throughout the southeast Zone 4 project area within the City of Belle Glade, Florida.

(See ATTACHMENT A for detailed scope of services)

The Contract provides for <u>95%</u> SBE participation, which includes <u>95%</u> M/WBE participation, <u>20%</u> MBE (AA), and <u>75%</u> MBE (A).

This Consultant Services Authorization includes <u>100%</u> overall participation which includes, <u>100%</u> M/WBE participation, <u>0%</u> MBE (AA), and <u>100%</u> MBE (A).

The cumulative SBE participation, including this Consultant Services Authorization is <u>99%</u>, which includes <u>99%</u> M/WBE participation, <u>5.88%</u> MBE (AA), and <u>93.11%</u> 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 <u>\$648,072.04</u>
 - B. Fixed price of <u>\$0.00</u>
 - C. Total <u>\$648,072.04</u>
- 4. This Authorization may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms. Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without cause under this Contract.

1

CONSULTANT SERVICES AUTHORIZATION NO. 2 Palm Beach County Water Utilities Department Contract for Consulting/Professional Services PRESSURE PIPELINE ENGINEERING SERVICES Resolution No. <u>R2021-0504</u> Contract Dated <u>April 20, 2021</u>

Project Title: <u>Belle Glade Water Main Improvements: SE Zone 4 Water System Replacement</u> Project

PBCWUD Project No.: 21-033

- 5. SBE participation is included in **ATTACHMENT C** under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization and Schedule 2 establishes the SBE contribution from each Sub-Consultant (Letter of Intent).
- 6. This Authorization does not amend, change, or modify the Contract dated <u>April 20, 2021</u> which remains in full force and effect.
- 7. All Attachments to this Authorization are incorporated herein and made a part of this Consultant Services Authorization.

Palm Beach (Contract for PRESSURE PIF	SERVICES AUTHORIZATION NO. <u>2</u> County Water Utilities Department Consulting/Professional Services PELINE ENGINEERING SERVICES 021-0504 Contract Dated <u>April 20, 2021</u>
Project Title: Belle Glade Water Ma Project	in Improvements; SE Zone 4 Water System Replacement
PBCWUD Project No.: 21-033	
IN WITNESS WHEREOF, this Author obligations of the aforementioned Cor	prization is accepted, subject to the terms, conditions and ntract.
PALM BEACH COUNTY, A POLITICA	AL SUBDIVISION OF THE STATE OF FLORIDA
Joseph Abruzzo, Clerk of the Circuit (& Comptroller, Palm Beach County	Court Palm Beach County, Board of County Commissioners
ATTEST:	NAM.
Signed:	Signed: Maria G. Marino, Mayor
Typed Name: Deputy Clerk	(Date)
Approved as to Form and Legal Sufficiency Signed:	<u>Keshavarz & Associates, Inc.</u> (Consultant) <u>Amir J. Kesbavarz, P.E.</u> (Print Name) <u>AMA</u> (Signature) <u>Managing Director</u> (Title)
STATE OF FLORIDA	1/17/2025 (Date)
COUNTY OF PALM BEACH	
	ged before me by means of D physical presence or \Box online notarization, 5, by <u>Amir J. Keshavarz, P.E.</u> who is \Box personally known to
ne or □ has produced	as identification
5 * * * * * * * * * * * * * * * * * * *	(Signature of Notary Public - State of Florida)
DEBORAH L. FULGENZI MY COMMISSION # HH216820 EXPIRES: January 28, 2026	Deborah L. Fulgenzi (Print, Type, or Stamp Commissioned Name of Notary Public)

.

CONSULTANT SERVICES AUTHORIZATION NO. 2 Palm Beach County Water Utilities Department Contract for Consulting/Professional Services PRESSURE PIPELINE ENGINEERING SERVICES Resolution No. <u>R2021-0504</u> Contract Dated <u>April 20, 2021</u>

LIST OF ATTACHMENTS

ATTACHMENT A	Scope of Services		
ATTACHMENT B	Summary and Status of Consultant Serv	ices	Authorizations
ATTACHMENT C	OEBO Schedules 1 and 2		
ATTACHMENT D	Project Schedule		
ATTACHMENT E	Budget Summary		
ATTACHMENT F	Summary of SBE-M/WBE Business Trac	king	
ATTACHMENT G	Location Map		

ATTACHMENT A

SCOPE OF SERVICES

PBCWUD Project No.: 21-033

Project Title: Belle Glade Water Main Improvements; SE Zone 4 Water System Replacement Project

Keshavarz & Associates, Inc. (CONSULTANT) shall perform:

BACKGROUND:

Over the past decade, Palm Beach County Water Utilities Department (PBCWUD) has engaged in various system-wide potable water infrastructure improvement projects, segmented into geographical areas or "Zones" in the City of Belle Glade (City) and surrounding areas, to replace portions of the aged system and address persistent Operations and Maintenance (O&M) challenges. This Consultant Services Authorization (CSA) is for the Construction Phase and Community Outreach Services associated with the SE Zone 4 project.

SCOPE OF SERVICES:

Under this CSA, CONSULTANT shall act as the Engineer of Record (EOR) during construction of the water and wastewater improvements and perform customary construction contract administration services including field observations and project documentation, facilitate provision of construction exhibits, respond to requests for additional information efforts as necessary, and coordinate with all relevant permitting or regulatory entities as described further below. CONSULTANT shall also provide limited aid to PBCWUD and Johnson-Davis, Incorporated (CONTRACTOR) related to various necessary Community Outreach efforts prior to and during the construction project. Unless specific construction activities do not require it, the CONSULTANT shall provide a full-time construction project field representative for the 420 calendar day duration for the project from the CONTRACTOR'S Notice to Proceed (NTP) to Substantial Completion and an additional 30 calendar days to the Final Completion date, for a total duration of 450 calendar days from NTP to Final Completion (320 working days).

The following services will be provided by the CONSULTANT:

Task 1. Construction Phase Services

This proposal includes project management and provision of field observation and office construction administration services associated with the replacement, removal or abandonment of existing potable water main pipes and water services with approximately 13,200 linear feet of new water main pipes, replacement of approximately 53 existing front-lot water services, the relocation of approximately 47 existing water services from the back to the front of the properties, replacement of approximately 800 linear feet of sanitary main and 14 sanitary service laterals in substantial conformance of the approved plans prepared by CONSULTANT.

These services shall be performed on an as needed basis and to the level of specificity as determined by the CONSULTANT, to enable the CONSULTANT to provide proper technical representation for PBCWUD during construction and satisfy the required Statements of Completion to the applicable jurisdictional and/or regulatory agencies for the proposed water and wastewater improvements only. Liaison services with regulating agencies and PBCWUD'S awarded Prime Contractor (CONTRACTOR) of choice will also be included as a part of the CONSULTANT services.

While the necessary services outlined in this proposal will be performed under an Hourly Not-To-Exceed CSA listed in this proposal, additional efforts required by regulatory agencies and/or PBCWUD beyond what has been anticipated and clearly included in this CSA could result in additional fees. The CONTRACTOR'S delay in project completion, the CONSULTANT repeatedly identifying unacceptable or non-compliant work performed by the CONTRACTOR, re-testing,

Page 1 of 8

repeated site observations and/or returned site visits as a result of failed attempts by the CONTRACTOR could also result in additional fees.

This Scope of Services and Schedule of Compensation is based upon all infrastructure improvements throughout the project limits being completed in a single construction phase from start, to completion.

1.1 Project Management, Contract Administration and Coordination Services:

As the EOR, the CONSULTANT will ultimately certify the compliance of constructed facilities with the approved plans at such time as the Contractor has completed the work in accordance with the approved construction plans, permits and contract documents and will also act as PBCWUD'S project representative. The CONSULTANT will serve as the main contact with PBCWUD, PBCWUD'S CONTRACTOR and all associated regulating agencies with reference to the subject project's water and wastewater improvements. Therefore, this task includes general correspondence, coordination and data exchange with PBCWUD as needed throughout construction of this project. While CONSULTANT'S role is not one of "Construction Management", it is one of technical advocacy and representation of PBCWUD'S interests. While PBCWUD will enter the "Agreement to Construct" (contract with the CONTRACTOR selected by PBCWUD) for the project, the CONSULTANT shall be given the authority and the corresponding responsibility to carry out the required administrative and observation services from award of contract to final releases and payment to CONTRACTOR associated with the water and wastewater construction. Also included in this task are efforts required to submit regular invoices, compile reports, tables, direct expense receipts, and back up records in general compliance with applicable accounting and Office of Equal Business Opportunity (OEBO) requirements.

1.2 Project Start Up, Pre-Construction Efforts and Meetings:

This task includes all of the CONSULTANT's efforts in connection with the initial construction phase commencement, orientation, as well as coordination with PBCWUD, awarded CONTRACTOR, and regulatory and/or permitting agencies regarding the required pre-construction meetings. The CONSULTANT shall conduct multiple pre-construction meetings with representatives in attendance from PBCWUD, the awarded CONTRACTOR, any applicable regulatory agencies, and other pertinent parties. The CONSULTANT shall be responsible for preparing meeting agendas and issuing the meeting minutes for each pre-construction meeting.

It is assumed that up to four (4) pre-construction meetings will be conducted as described further below:

Palm Beach County Water Utilities

One (1) PBCWUD pre-construction meeting will be scheduled and held at PBCWUD. At the time of the PBCWUD pre-construction meeting, if not already provided, the conformed construction plans and contract documents will be issued to all parties for construction purposes. The CONTRACTOR'S licensed plumbing contractor for work within private property must attend this pre-construction meeting. It is assumed that Palm Beach County (PBC) Construction Coordination and PBC Traffic Departments will not require a separate pre-construction meeting, and appropriate representatives from each PBC department will be in attendance. The required shop drawings and other required submittals will be reviewed at this pre-construction meeting. Review of Maintenance of Traffic (MOT) Plans or submittals to permit agencies has been excluded by the CONSULTANT, and is not included in this CSA.

Florida Department of Transportation (FDOT)

One (1) FDOT pre-construction meeting will be scheduled with all necessary parties and held with FDOT in the manner of their choosing. The CONSULTANT will coordinate with the CONTRACTOR to facilitate the CONTRACTOR'S submittal of all documents required by FDOT prior to the CONSULTANT'S ability to schedule this pre-construction meeting. It is not the CONSULTANT'S responsibility to ensure submittal of the required documents by the CONTRACTOR, nor to submit on behalf of the CONTRACTOR.

Page 2 of 8

<u>City</u>

One (1) City pre-construction meeting will be scheduled with all necessary parties and held at the City or PBCWUD. The CONSULTANT shall provide the City with the applicable project cost amount following bidding for the City to determine the City Right-of-Way (R/W) Permit fee. The CONSULTANT will coordinate with the CONTRACTOR to facilitate the CONTRACTOR'S submittal of all documents required by the City to update and activate/issue the City R/W Permit prior to the CONSULTANT'S ability to schedule this pre-construction meeting. The CONTRACTOR'S licensed plumbing contractor for work within private property must attend this pre-construction meeting.

South Florida Water Management Department (SFWMD)

One (1) SFWMD pre-construction meeting will be scheduled with all necessary parties and held with SFWMD in the manner of their choosing. The CONSULTANT will coordinate with the CONTRACTOR to assist the CONTRACTOR'S efforts to secure a SFWMD Right-of-way Occupancy (ROW) Permit and/or Temporary Access Permit as required by SFWMD for this project's "concept only" General Permit approval. Additional information may be provided by SFWMD's representative regarding this requirement at this pre-construction meeting. It is not the CONSULTANT'S responsibility to ensure submittal of the required documents by the CONTRACTOR, nor to submit on behalf of the CONTRACTOR.

1.3 Progress Meetings

CONSULTANT shall schedule, prepare agendas, attend meetings and prepare meeting summaries for up to twenty (20) progress meetings over the course of the anticipated project schedule. This Task does not include specific pre-construction meetings described in Task 1.2, or Community Outreach meetings described in Task 2.

1.4 Shop Drawing Coordination and Review:

The CONSULTANT shall review and evaluate shop drawings, diagrams, illustrations, catalog data, Approved Materials Lists, product schedules, and samples, results of material source tests and other standard data the CONTRACTOR is required to submit in compliance with PBCWUD Standards and the CONSULTANT'S drawings and specifications. All suggested "Substitutions" presented by CONTRACTOR for project's materials and fabrication will also be evaluated, if submitted. The CONSULTANT will review and return all shop drawings and other required submittals within ten (10) business days of receipt, assuming the CONTRACTOR has provided all submittals in a complete manner, including all necessary information and details required for review. Any shop drawings or submittals required for specific permitting and/or regulatory agency permits are assumed to be provided by the CONTRACTOR prior to scheduling of the respective required Pre-construction meetings. Review of any MOT Plans or submittals to permit agencies has been excluded by the CONSULTANT, and is not included in this CSA.

It is assumed that up to thirty (30) shop drawings and/or substitution submittals will be received and reviewed.

1.5 Requests for Information Coordination and Review:

CONSULTANT shall review each Requests for Information (RFI) submitted by the CONTRACTOR. Each RFI and the corresponding response will be tracked in accordance with the timelines defined in the Contract requirements and be logged for project records. RFI responses and any accompanying construction exhibits will be reviewed by the EOR and a draft will be provided to PBCWUD for review prior to submittal to the CONTRACTOR. The CONSUL TANT will provide PBCWUD with a draft response to the RFI within ten (10) business days of receipt, assuming the CONTRACTOR has provided all necessary information and details required for review and response to the RFI.

It is assumed that the CONTRACTOR will submit up to twenty (20) RFI's, which will be reviewed and responses issued to all relevant parties.

Page 3 of 8

1.6 Pay Applications:

CONSULTANT shall review each monthly Progress Payment Application submitted by the CONTRACTOR based on conformance with the Contract Documents and confirmation of quantities measured in the field. Quantities are assumed to be measured in the field by representatives of both the CONTRACTOR and the CONSULTANT. Quality control and field-testing reports, record drawings, and summaries are to accompany all Progress Payment Applications. It is assumed that all Progress Payment Application packages submitted by the CONTRACTOR to the CONSULTANT for review will include all required accompanying documents, as well as clear and acceptable supporting documents, as determined to be necessary by the CONSULTANT. The CONSULTANT will then make a recommendation for payment to PBCWUD. The CONSULTANT is not responsible for delays caused by the CONTRACTOR'S repeated resubmittals of progress payment application packages that are incomplete or otherwise unacceptable per the Contract Documents.

It is assumed that up to a total of fifteen (15) pay applications will be reviewed as included in this task. Fourteen (14) progress payment applications will be reviewed, one for each scheduled month of construction, and one (1) Final Application for Payment during project closeout. Review of progress project schedules submitted with pay applications is included in Task 1.8. Review of progress record drawings submitted with pay applications is included in Task 1.9.

1.7 Change Order or Work Directive Coordination and Review

In the event there is a change to the Work, the Contract Time or the Contract Price per the Contract Documents, via Written Amendments, Change Order requested by the CONTRACTOR, or via Work Directive issued by PBCWUD, the CONSULTANT shall coordinate with both PBCWUD and the CONTRACTOR to review for conformance with the requirements of the Contract Documents. The CONSULTANT shall coordinate with PBCWUD to advise as to the eligibility or validity of any requested Change Order in accordance with the Contract Documents. Upon approval by PBCWUD, the CONSULTANT shall analyze the provided change order and accompanying supporting documents, and shall provide PBCWUD with a recommendation on how to proceed. If PBCWUD wishes to issue a Work Directive to the CONTRACTOR, the CONSULTANT shall coordinate with PBCWUD and all other relevant parties to facilitate the drafting and issuance of said Work Directive.

It is assumed that no more than three (3) Change Orders or Work Directives will be required for the project duration.

1.8 Construction Schedule Coordination and Review

CONSULTANT shall review the initial construction schedule submitted prior to the pre-construction meeting and shall coordinate directly with both PBCWUD and the CONTRACTOR for the same. CONSULTANT shall review progress construction schedules submitted for approval at required and/or appropriate intervals (assumed to be no less than monthly) throughout the construction period, as required in the Contract Documents. Per the Contract Documents, Construction schedules are to be comprehensive in format to allow the CONTRACTOR, PBCWUD, regulating entities, and the CONSULTANT to plan and schedule required stages and efforts far in advance. Review and coordination related to routine two-week look-ahead or other short-term schedules provided by the CONTRACTOR is included in Task1.10.

It is assumed that up to fifteen (15) construction schedules will be submitted for review and subsequent coordination.

1.9 As-Built or Record Drawings Review

The CONSULTANT shall review the various "As-Built" and record drawings throughout the project progression for conformance with the Contract Documents, and for accuracy based upon available documentation and records. The CONSULTANT will review progress "redline" record drawings or progress as-builts when required to be submitted with progress pay applications for consistency with field measured quantities Final comprehensive "As-Built" drawing review is included in Task 1.11, Project Closeout.

It is assumed that fourteen (14) progress record drawings, and up to six (6) sets of progress as-

Page 4 of 8

builts for Partial Potable Water System Release packages to the State of Florida Department of Health, Palm Beach County (PBCHD), will be reviewed by the CONSULTANT.

1.10 Routine and Regular Construction Observation:

The CONSULTANT will make routine and regular visits to the project site for the purpose of observing progress and general quality of the ongoing work and to determine if the work is proceeding in substantial compliance with the construction drawings and specifications related to the water and wastewater components of SE Zone 4. This effort is directed toward assisting PBCWUD in understanding and acknowledging that the completed project will conform with requirements contained in the approved drawings, specifications and regulatory agency permits.

CONSULTANT will not be responsible for the work of the CONTRACTOR or others. CONSULTANT will not be responsible for construction means, methods, sequences, procedures, schedule, maintenance of traffic plans/operations or safety measures selected by CONTRACTOR or others. CONSULTANT will provide full-time construction observation; however, CONSULTANT may not be present at the site during the course of all work being performed by the CONTRACTOR and/or subcontractor(s) due to simultaneous work efforts within the project limits and/or unavoidable scheduling conflicts. The CONSULTANT will keep in close contact with the CONTRACTOR and PBCWUD'S Project Manager with respect to the project's progress, including regular monthly progress meetings or more frequent meetings as deemed necessary by the CONSULTANT and PBCWUD'S Project Manager. The CONTRACTOR shall provide scheduling and anticipated work sequence updates in writing at a frequency deemed necessary by the CONSULTANT and PBCWUD'S Project Manager to provide the CONSULTANT the opportunity to be present on site, as well as coordinate other parties' presence on site during critical stages of construction. It is assumed the CONTRACTOR shall provide the CONSULTANT a minimum of forty-eight (48) hours prior notice of any specific or scheduled activities, and may be required to provide greater prior notice as required for certain activities involving other parties, permitting and/or regulatory agencies. The CONSULTANT will not be responsible for unacceptable work or impacts to the project's schedule or sequence of work, etc., should the CONTRACTOR fail to engage in timely communication or provide adequate prior notice regarding their work pertaining to required inspections by other pertinent parties. CONSULTANT will inform pertinent parties who are tasked with the responsibility of observing specific components of this project's construction, upon receiving proper advanced notice by the CONTRACTOR and being properly notified of a plan to execute various relevant tasks by the CONTRACTOR and/or sub-contractor(s).

Following each field observation, a daily inspection report shall be prepared by the CONSULTANT and provided to PBCWUD and CONTRACTOR.

The following outlines the activities assumed to require the CONSULTANT'S presence and/or documentation of field observations relating to the Water and Wastewater improvements within SE Zone 4:

• Water main installation, including excavation trenching, unsuitable soil removal, fill, filter fabric, poly-bagging and backfilling operations

- Water service wet taps on existing in-service water mains
- Line stops including restraining existing pipe
- Residential water services installation
- Force main replacement at crossings
- Gravity Sanitary Sewer main replacements and Sewer lateral replacements at crossings
- Connections to existing water mains
- Cannon flushing
- Pressure and leakages tests

Page 5 of 8

Bacteriological testing

• Plugging, capping, grouting and abandoning existing water mains in-place after Health Department clearance

Conflict resolution with dry utilities

• Review backfill and pipe bedding density test reports prepared by others for compliance with design specifications when necessary

- Modifications to existing sanitary structures
- Removal of existing gravity sanitary main and replacement in-place with new main
- Installation of gravity sanitary laterals and clean outs
- Removal of existing gravity manholes and installation of new structures
- Pavement restoration of driveways and roadways
- Hardscape restoration of driveways, curbs and sidewalks
- Replacement of removed curb ramps
- Open cuts of roads and all proposed impacts to road R/W for compliance with design documents

• Review and coordination related to frequent and routine short-term schedules, such as twoweek look-ahead schedules

• Coordination and submittal of up to six (6) PBCHD Partial Potable Water System Release packages prepared by the CONTRACTOR.

• Semi-final walkthroughs with all permitting and regulatory agencies and generation of punchlist(s)

CONSULTANT is Not responsible for observing, documenting and reporting related to:

- Occupational Safety and Health Administration (OSHA) measures
- MOT plan implementation, monitoring, review or adequacy

1.11 Permit Coordination, Final "Construction Completion Statements" to Regulatory Agencies and Project Closeout

CONSULTANT shall provide coordination with the following entities to ensure conformance with applicable requirements and standards during construction. After completion of the work, CONSULTANT will then interface with the CONTRACTOR as necessary leading up to regulatory close out procedures and final inspections for specific permits.

Those entities are anticipated to be:

- 1. Palm Beach County Water Utilities Department
- 2. Palm Beach County Fire Rescue (PBC Fire)
- 3. Palm Beach County Land Development Department: Construction Coordination
- 4. Florida Department of Transportation
- 5. South Florida Water Management Department
- 6. City of Belle Glade
- 7. State of Florida Department of Health Palm Beach County

The CONSULTANT shall attend one (1) final walk through with each pertinent regulating agency. A Permit-specific punchlist will be generated and distributed. Once the CONTRACTOR confirms all closeout work is complete, the CONSULTANT shall document all final items have been satisfied

Page 6 of 8

and will assist CONTRACTOR in providing applicable "Closeout" documentation. The CONSULTANT is not responsible for delays caused by the CONTRACTOR'S repeated resubmittals of permit closeout packages that are incomplete or otherwise unacceptable per the Contract Documents and/or regulatory agencies.

The CONSULTANT will coordinate with the CONTRACTOR to facilitate the CONTRACTOR'S submittal of all documents required by PBCHD, FDOT, SFWMD, PBC Construction Coordination, PBC Fire, the City and PBCWUD prior to the CONSULTANT'S ability to schedule the respective final inspection(s). It is not the CONSULTANT'S responsibility to ensure submittal of the required documents by the CONTRACTOR, nor to submit on behalf of the CONTRACTOR.

Final Completion Statements shall be prepared for various project components designed and observed during construction by CONSULTANT as may be required by the above regulating agencies to release and transfer those systems to "Operation Phase" and/or related to Right-of-Way Permit closure. Completion statements shall be provided by CONSULTANT to regulatory agencies for the SE Zone 4 project only.

It is assumed that specific final as-built record drawings depicting only the work within an applicable R/W will be required for PBCHD, FDOT, the City, PBC and SFWMD in order to proceed with permit closeout. As-built review and coordination for these agency-specific certifications and permitting closeout requirements is to be performed under this Task. Final "As-Built" drawing review for PBCWUD as a requirement to process the Final application for payment is included in this task.

Review and coordination related to the Final application for payment is included in Task 1.6.

Task 2. Community Outreach Services

The CONSULTANT shall, in a supporting role, coordinate with the PBCWUD Public Information Department to assist in continuing the public outreach process with the various stakeholders, residents and businesses within or adjacent to the project area. The CONSULTANT shall prepare agendas, attend meetings and prepare meeting summaries for up to two (2) public meetings with resident groups or stakeholders on an as-needed basis, if requested by PBCWUD.

The CONSULTANT shall prepare overall project exhibits to be provided to the PBCWUD Public Information Department for distribution to the property owners as a means of facilitating communication regarding the project's general timeline at the onset of and throughout construction, as well as the general impacts that property owners can expect during the construction of the necessary improvements within the various project areas. Upon request by PBCWUD, the CONSULTANT shall review and comment on all related documents prepared by the PBCWUD Public Information Department for distribution to the property owners and shall make every reasonable attempt to assist the PBCWUD Public Information Department's efforts to provide informed answers to affected property owners submitted or communicated questions.

Upon PBCWUD'S request, the CONSULTANT shall also prepare updated exhibits to be provided to assist the PBCWUD Public Information Department in requesting any outstanding required Temporary Construction Authorizations for work within private properties, such as service conversions.

ASSUMPTIONS

• This proposal does not include any services required for permanent easement or right-of-way acquisitions, including coordination to secure the same.

• Material, Quality Control, or other field testing shall be performed by the CONTRACTOR'S Subcontractor or Sub-consultant. It is the CONTRACTOR'S responsibility to ensure adequate Material, Quality Control and other field testing occurs during the course of construction activities and that sufficient data reporting is provided to the CONSULTANT in a timely manner meeting the project requirements.

Page 7 of 8

• Preparation of record drawings is not included. CONSULTANT shall review "as-built" record drawings prepared by the CONTRACTOR'S licensed Surveyor.

• PBCWUD and PBC Fire are to coordinate the exercising of valves for system shut downs and tie-ins, and for other required activities such as to perform all fire hydrant flow testing prior to the completion of the project.

Deliverables

A summary of the project documents to be provided as deliverables includes:

- 1. Photos and/or videos of documented construction progress, provided digitally;
- 2. Daily Field Reports in PDF format;
- 3. Meeting Agendas and Summaries from all pre-construction meetings (as applicable);
- 4. Meeting Agendas and Summaries from all monthly progress meetings;
- 5. Digital records of all finalized RFI responses;
- 6. Copies of permit close out documents and certifications;

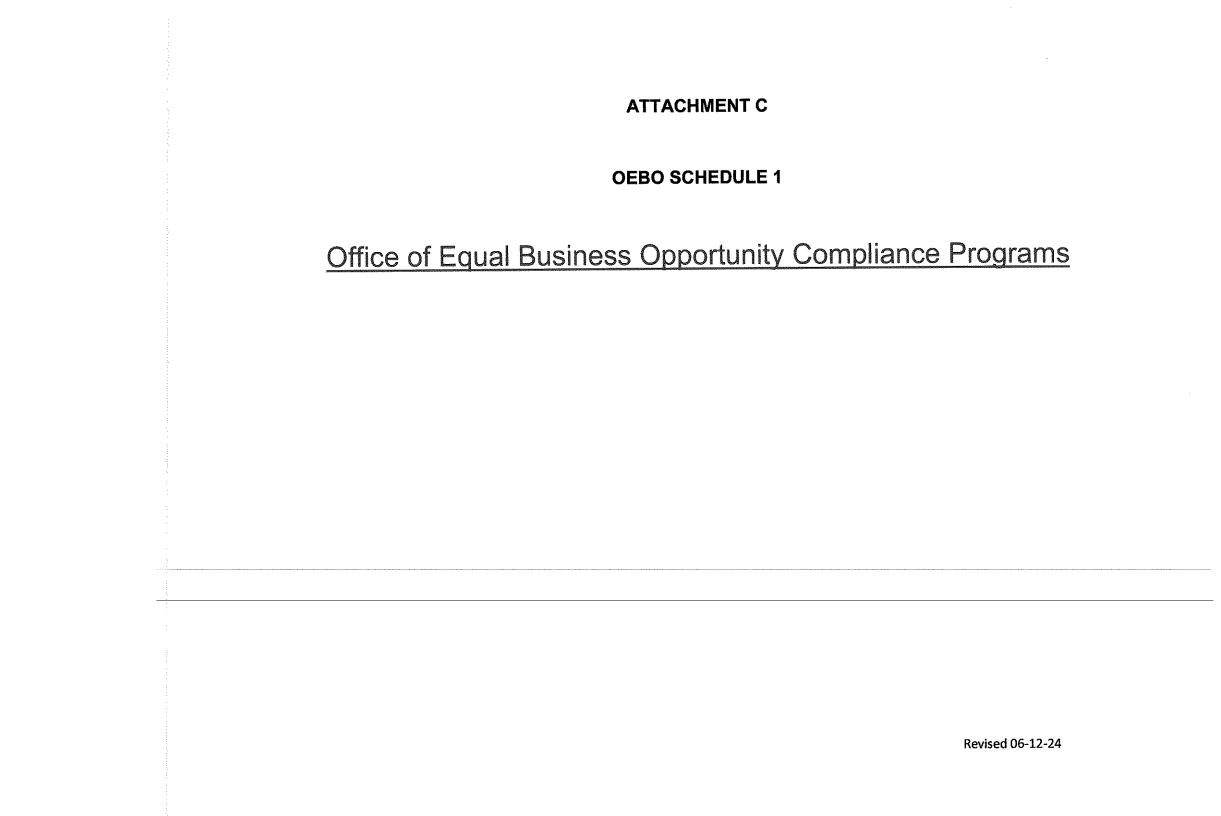
Page 8 of 8

ATTACHMENT B

SUMMARY AND STATUS OF CONSULTANT SERVICES AUTHORIZATIONS

Auth. No.	PBCWUD Project No.	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	Арр Ву	roved Date
1	21-025	Golfview Heights of Westgate Water Main Replacement	Approved	\$ 666,053.20	\$ 652,934.02	98.03%	BCC	4/20/202
1.1	21-025	Golfvivew Heights of Westgate Water Main Replacement	Approved	\$ 3,885.00	\$ 3,885.00	100.00%	WUD	5/19/202
1.2	21-025	Golfview Heights of Westgate Water Main Replacement	Pending	\$ 81,034.61	\$ 81,034.61	100.00%	WUD	Pending
2	21-033	Belle Glade Water Main Improvements; SE Zone 4 Water System Replacement Construction Phase Services	Pending	\$ 648,072.04	\$ 648,072.04	100.00%	BCC	Pending
					·····			
	·····				·····			
	· · · · · · · · · · · · · · · · · · ·							

					·····			
				<u>.</u>				-



OEBO SCHEDULE 1

`

Belle Glade Water Main Improvements: SE Zone 4 Water SOLICITATION/PROJECT/BID NAME:	SOLICITATION/PROJECT/BID NO.: 21-033					
SOLICITATION OPENING/SUBMITTAL DATE:	Water Utilities Department					
Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BI	E COMPLETED BY THE <u>PRIME CONTRACTOR/CONSULTANT*</u> ON THE PROJECT:					
NAME OF PRIME RESPONDENT/BIDDER: Keshavarz & Associates, Inc.	711 North Dixie Highway, Suite 201 West Palm Beach, FL 33401					
CONTACT PERSON: Amir J. Keshavarz, P.E., Managing Director	PHONE NO.: 561-689-8600 E-MAIL: Amir@Keshavarz.com					
\$648,072.04 PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: *SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under	section B.					

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicab			DOLLAR AN	IOUNT OR	PERCENTAG	E OF WOR	<u>(</u>
Subcontractory Sub-consultant Name	<u>MBE</u> <u>Non-SBE</u> Minority Business	<u>WBE SBE</u> Women Small Business Business	Black	Hispanic	Women	Caucasian	Asian	Other
I.								
2.								· · · · · · · · · · · · · · · · · · ·
3.					<u> </u>			
4.								
5.				·····				
(Please use additional sheets if necessary)			•				-1	
Total Bid/Offer Price \$ <u>648,072.04</u>		Total	To	tal Certified S/M/N	WBE Participation	s 648,07	2.04	
l hereby certify that the above information is accurate to the b	est of my knowledge: Am	iir J. Keshava	rz, P.E	HAND		N	lanaging Dire	ctor
			norized Signature	NW -				Title
 Note: 1. The amount listed on this form for a Subcontractor 2. Only those firms certified by Palm Beach County a applicable box and list the dollar amount or percent 	t the time of solicitation due	date are eligible to meet t	tage listed on the he established O	properly executed EBO Affirmative Pr	l Schedule 2 or at ocurement Initia	tached signed pro live (API). Please c	posal. heck the	
3. Modification of this form is not permitted and wil	l be rejected upon submittal.							
4. If a Mandatory API goal applies, failure to submit	a properly executed Schedule	2 will result in a determin	nation of non-res					<u>idd</u>
REVISED 09/26/2024						r witnessed a vic o file a complain		

ATTACHMENT C

.

OEBO SCHEDULE 2

Office of Equal Business Opportunity Compliance Programs

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION	/PROJECT		21-0	033
SULICITATION,	/PROJECT	NUMBER:		<u> </u>

SOLICITATION/PROJECT NAME: Belle Glade Water Main Improvements; SE Zone 4 Water System Replacement Construction Phase Services

Prime Cont	_{ractor:} Kesl	havarz & Associates, li	nc	& Associates, Inc.
(Check box	(s) that apply	l		
⊠SBE □\	WBE 🖾 MBE	□M/WBE □Non-S/M/WBE	Date of Palm Beach County Certification (if applicable): 10/4/2022 - 10/3/2025
	igned affirms	they are the following (select one f	from each column i f applicable):	
<u>Column 1</u>		<u>Column 2</u>		Column 3

☑Male □ Female □ African-American/Black ☑Asian American □ Caucasian American □ Supplier □ Hispanic American □ Native American

<u>S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form.</u> Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Construction Phase Services			N/A	\$ 622,035.54
2	Community Outreach Services			N/A	\$ 4,012.50
3	Reimburseable Expenses			N/A	\$ 22,024.00

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: \$648,072.04

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: N/A

Keshavarz & Associates, Inc. Print Name of Prime By: Authorized Signature Amir J. Keshavarz, P.E. Print Name Managing Director Title 2025 Date:

f you have experienced or witnessed a violation of the EBO Ordinance or would like to file a complaint, please scan the QR Code

Keshavarz & Assoc	ciates, Inc.
Print Name of Subsontractor/sub	consultant
By:	
Authorized Sig	gnature
Amir J. Keshavarz, P.E.	
Print Name	
Managing Director	
Title	
Date: 1/17/202	2
- ,	
	Revised 09/26/2024

ATTACHMENT D

PROJECT SCHEDULE

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

Engineering Services

Task 1: Construction Phase Services

Task 2: Community Outreach Services

<u>Completion Date from Notice to Proceed</u> 480 Calendar Days from Notice to Proceed 480 Calendar Days from Notice to Proceed

ATTACHMENT – E BUDGET SUMMARY

Palm Beach County Water Utilities Department

Contract for Consulting/Professional Services Pressure Pipeline Engineering Services

Resolution No.: R2021-0504 Contract Dated: April 20, 2021

Consultant Service Authorization No.: 2

Consultant: Keshavarz & Associates, Inc.

Project Title: Belle Glade Water Main Improvements: SE Zone 4 Water System Replacement Construction Phase Services

PBCWUD Project No.: 21-033

an an an Artan		Construction and State		an a			Enbor Classificat	ion and Hourly Rate	en de la company	te elemente de la		aliana ana ana ana ana ana ana ana ana ana	www.comerce.com
Task		Project Director / Principal S/hr	Senior Project Manager \$for	Sr Project Eng / Sr Surveyor S/hr	Project Eng. / Project Surveyor \$/hr	GIS / Eng CADD Specialist Site	Canetr Project Representative Shir	Survey Crew \$/hr	Ullity / Permit Coord \$/hr	Project / Contract Admin \$/hr	Cierical \$/?w	CONSULTANT Total	Sub Consultant Total
Number	Task Description	\$ 236.01	\$ 229.47	\$ 170.49	\$ 137.70	\$ 124.50	\$ 000000 147.51	\$ 163.92	\$ 98.34	\$ 88,34	\$ 65.68	Services	Services
Tesk 1.1	Project Management, Contract Administration and Coordination Services	32	120	0	64	0	0	0	0	70	64	\$ 54,982.44	\$ -
Tesk 1.2	Project Start Up, Pre-Construction Efforts and Meelings	6	24	0	18	0	0	C	32	10	24	\$ 15,106.14	\$ -
Task 1.3	Progress Meetings (Up to 20)	12	80	0	70	0	0	O	0	0	15	\$ 31,812.42	\$-
Task 1.4	Shop Drawing Coordination and Review (Up to 30)	0	15	0	20	0	60	C	0	10	30	\$ 17,897.45	
Task 1.5	Requests for information Coordination and Review (Up to 20)	5	30	0	30	0	15	G	0	0	30	\$ 18,375.20	
Task 1.6	Pay Applications (Up to 16)	5	15	0	30	0	15	0	0	0	15	\$ 11,949.45	
Task 1.7	Change Order or Work Directive Coordination and Review (Up to 3)	6	9	0	12	0	10	0	0	0	10	\$ 7,284.59	
Task 1.8	Construction Schedule Coordination and Review (Up to 15)	0	8	0	15	0	15	0 0	0	0	8 20	\$ 6,638.55 \$ 19,650.72	
Task 1.9	As-Built or Record Drawings Review (Up to 20)	2	20	0	75 250	0 0	20 2400	0	0	0	120	\$ 418,557.00	
	Routine and Regular Construction Field inspection and Oversight Permit Coordination, Final "Construction Completion Statemens" to	32	64 24	0 0	250	u 0	2400	0	40	0	25	\$ 21,701.58	
Task 1.11	Regulatory Agencies and Project Closeout		<u> </u>	<u> </u>			- ⁶⁶⁻⁷						
Task 2	Community Outreach Services	2	8	0	6	6	0	0	0	0	2	\$ 4,012.50	
	Subtotal Services											\$ 626,048.04	3 -
		118	417	D D	514	6	2559	0	72	80	363		
	Labor Subtotal Hours	-\$78.67			1			-					
	Labor Raw Costs Labor Multplier	3.00	Lunion	1	1		3.00				3,09		
	Labor Sub Total	\$ 236.01		· · · · · · · · · · · · · · · · · · ·			\$ 147.51	\$ 163.92	\$ 98.34	\$ 96.34	\$ 55.58		
				-		-							
	Labor Total	\$ 626,048.04		<u>l</u>									
	Sub-Consultant Labor Total	5	1	1									
		1.00		<u> </u>	l	h							
	Sub-Consultant Multiplier		1	<u> </u>						<u> </u>			
	Sub-Consultant Total	\$	ļ										
	Rølmbursable, Mileage, Coples, Prints, Deliveries (As Needed Direct Expenses Per Rates & Projections attached)	\$ 22,024.00											
			1	1	1			1	I				
	Project Total	\$ 648,072.04		1	1								

Revised 06-12-2024

ATTACHMENT - E

 Palm Beach County Water Utilities Department

 Contract for Consulting/Professional Services Pressure Pipeline Engineering Services

 Resolution No.: <u>R2021-0504</u>
 Contract Dated: <u>April 20, 2021</u>

 Consultant Service Authorization No.: <u>2</u>

Consultant de Nee Addivision from <u>a</u> Consultant: <u>Keshavarz & Associates, Inc.</u> Project Title: <u>Belle Glade Water Main Improvements: SE Zone 4 Water System Replacement Construction Phase Services</u> PBCWUD Project No.: 21-033

Reimbursable / Direct Expenses		Rates
8½" x 11" Prints / Copies (black/white)	\$	0.25
8½" x 11" Prints / Copies (color)	\$	1.00
11" x 17" Prints / Copies (black/white)	\$	0.50
11" x 17" Prints / Copies (color)	\$	1.00
24" x 36" Prints / Copies (black/white)	\$	1.50
24" x 36" Prints / Copies (color)	\$	3.50
Mileage (in accordance with IRS Rates)	S	0.565
Bond Copies By Vendor (Billed at Cost - Vendor invoices to be provided when billed)	As Inv	oiced by Vendor
Deliveries / Courier Service By Vendor (Billed at Cost - Vendor invoices to be provided when billed)	As Inv	oiced by Vendor
Title Search By Approved Vendor (Billed at Cost - Vendor invoices to be provided when billed)	As Inv	oiced by Vendor

Projected Reimbursable Expenses	Projected Quantity	Unit Cost	Pr	ojected Cost
DIRECT EXPENSES				
1 81/2" x 11" Prints / Copies (black/white)	0	\$ 0.25	\$	-
2 81/2" x 11" Prints / Copies (color)	0	\$ 1.00	\$	-
3 11" x 17" Prints / Copies (black/white)	350	\$ 0.50	\$	175.00
4 11" x 17" Prints / Copies (color)	0	\$ 1.00	\$	-
5 24" x 36" Prints / Copies (black/white)	0	\$ 1.50	\$	-
6 24" x 36" Prints / Copies (color)	0	\$ 3.50	\$	-
7 Mileage (in accordance with IRS Rates)	31,500	\$ 0.656	\$	20,664.00
8 Bond Copies By Vendor (Billed at Cost - Vendor invoices to be provided when billed)	350	Invoiced Cost	\$	385.00
9 Deliveries / Courier Service By Vendor (Billed at Cost - Vendor invoices to be provided when billed)	10	Invoiced Cost	\$	800.00
10 Title Search By Approved Vendor (Billed at Cost - Vendor invoices to be provided when billed)	0	Invoiced Cost	\$	-
Total Projected As Needed Reimburseable Expense			1	\$22.024.00

ATTACHMENT F

Palm Beach County Water Utilities Department Contract for Consulting/Professional Services PRESSURE PIPELINE ENGINEERING SERVICES Resolution No. <u>R2021-0504</u> Contract Dated <u>April 20, 2021</u>

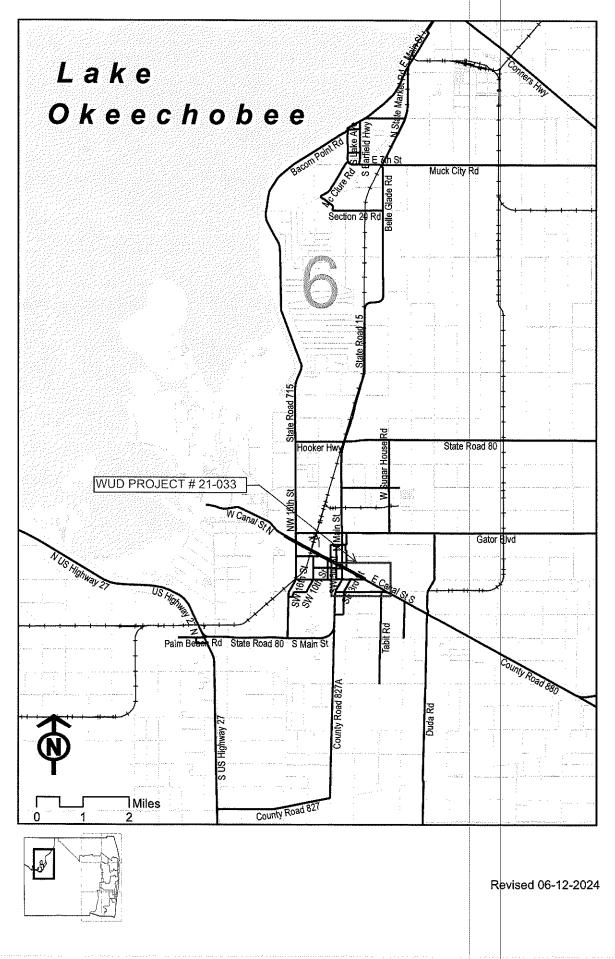
SUMMARY OF SBE-M/WBE BUSINESS TRACKING

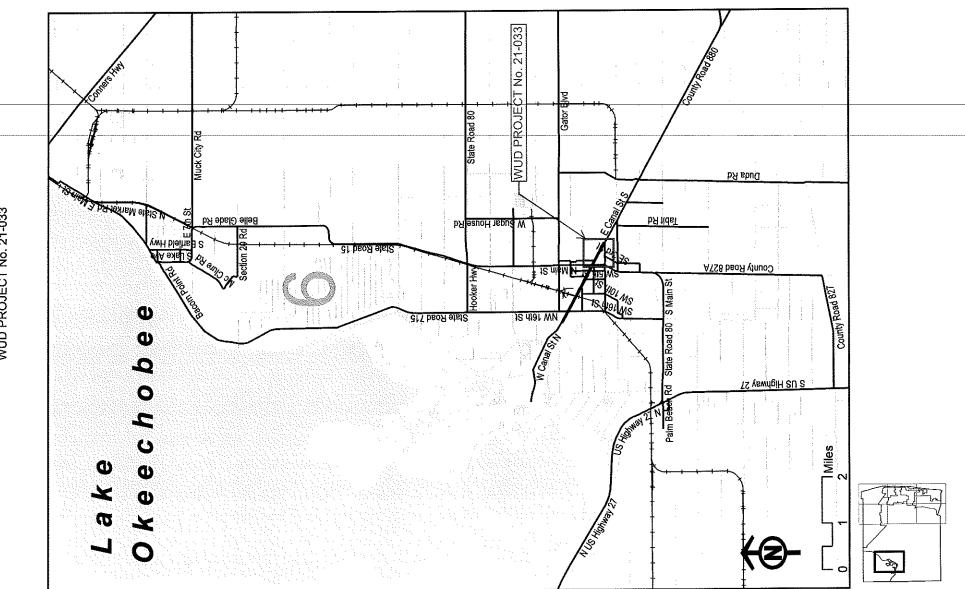
Master Contract Goals	SBE: 95%	M/WBE: 95%	MBE (Asian): 75%	MBE (Black): 20%	
Current Proposal					
Value of Authorization No. 2	\$648,072.04	\$648,072.04	\$648,072.04	\$0.00	
Value of SBE-M/WBE Letters of Intent	\$648,072.04	\$648,072.04	\$648,072.04	\$0.00	
Actual Percentage	100.00%	100.00%	100.00%	0.00%	
Signed/Approved Authorizations					
Total Value of Authorizations	\$669,938.20				
Total Value of SBE-M/WBE Signed	\$656,819.02	\$656,819.02	\$579,202.00	\$ 77,617.02	
Subcontractors					
Actual Percentage	98.04%	98.04%	86.45%	11.58%	
Signed/Approved Authorizations Plus Current Proposal					
Total Value of Authorization	\$1,318,010.24				
Total Value of Subcontractors & Letters of Intent	\$1,304,891.06	\$1,304,891.06	\$1,227,274.04	\$ 77,617.02	
Actual Percentage	99.00%	99.00%	93.11%	5.88%	

ATTACHMENT G

LOCATION MAP

PBCWUD PROJECT NO. 21-033





۰.

ATTACHMENT 2 AGENDA ITEM LOCATION MAP WUD PROJECT No. 21-033

Print Date 1/17/2025 1:17:02 PM

Евух

ATTACHMENT 3 AGENDA ITEM EBIX COMPLIANCE SUMMARY REPORT PROJECT No. 21-033

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	
DX00001987	Keshavarz & Associate	s, Inc. Modified	Compliant					20-044	Pressure Pipeline Engineering Services	
		A+ , XIV	RLI Insurance Company	PSA0003674	7/1/2024	7/1/2025	Auto Liability			
		A+ , XIV	RLI Insurance Company	PSE0005530	7/1/2024	7/1/2025	Excess Liability			
		A+ , XIV	RLI Insurance Company	PSB0011207	7/1/2024	7/1/2025	General Liability			
		A , XIII	Kinsale Insurance Company	01003099920	7/1/2024	7/1/2025	Professional Liability			:
		A+ , XIV	RLI Insurance Company	PSW0006050	7/1/2024	7/1/2025	Workers Comp			
Dist Destile :	Ciandard Disfessional (Pandaan								

Risk Profile : Standard - Professional Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :