

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	<u>\$400,282</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$400,282</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W010 Object 6545

Is Item Included in Current Budget? Yes X No

Does this item include the use of Federal Funds? Yes No X

Does this item include the use of State Funds? Yes No X

Reporting Category N/A

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

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

C. Department Fiscal Review: *Stephen Hanch - Southard 4/22/26*

III. REVIEW COMMENTS

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

Lisa M... 4/22/26
OFMB
4/22
EW 4.22.26

Trudi Mack 4/24/26
Contract Development and Control
26 7.23.26

B. Legal Sufficiency:

Anne Delgent 4/30/26
for Assistant County Attorney *Mike Jones*

C. Other Department Review:

Department Director

**AMENDMENT NO. 6
TO
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
SECONDARY CLARIFIER AND EFFLUENT FILTRATION IMPROVEMENTS
ENGINEERING SERVICES
PBCWUD PROJECT NO. 17-022**

This Amendment No. 6 is made as of the 2nd day of June 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.

WHEREAS, COUNTY and the CONSULTANT entered into a Contract for Consulting/Professional Services on December 19, 2017 (County Resolution Number R2017-1912) (hereinafter "the Contract"); and

WHEREAS, the Contract was amended by Amendment No. 1. to the Contract (R2021-1539) dated 10/19/2021, Amendment No. 2 to the Contract (R2022-1537) dated 12/20/2022, Amendment No. 3 to the CONTRACT (R2023-1619) dated 11/7/2023, Amendment No. 4 to the Contract (R2024-0704) dated 6/11/2024, and Amendment No. 5 to the Contract (R2025-1754) dated 12/2/2025; and

WHEREAS, the parties wish to amend the contract to increase the lump sum, not-to-exceed, and total compensation amounts of the Contract.

NOW THEREFORE, In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree to is amend the Contract as follows:

1. The foregoing recitals are hereby incorporated in this Amendment No. 6 and are made a part hereof by this reference.
2. The Contract lump sum amount is hereby increased by \$22,494.00 from \$1,288,480.00 to \$1,310,974.00. The not-to-exceed amount is hereby increased by \$377,788.00 from \$3,140,695.00 to \$3,518,483.00. The revised total compensation as provided in the Contract including Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6, is \$4,829,457.00.
3. The following provision is added to the Contract:

CONSULTANT acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this CONTRACT that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

CONSULTANT shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, CONSULTANT shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, CONSULTANT shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the COUNTY. CONSULTANT shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract

4. Exhibit "A6" to the Contract, which is attached hereto and made a part hereof, sets forth the Scope of Work for additional services authorized by this Amendment No. 6.
5. Exhibit B to the Contract is hereby replaced by Exhibit "B6" which is attached hereto and made a part hereof.
6. Exhibit "C6" to the Contract, which is attached hereto and made a part hereof, updates the Project Schedule to include the additional services authorized by this Amendment No. 6.
7. Exhibit "D6" to the Contract, which is attached hereto and made a part hereof, sets forth the OSBD Schedule 1 for the additional services authorized by this Amendment No. 6.

All other provisions of the Contract, as modified by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment 5 shall remain unchanged by this Amendment No. 6 and shall remain in full force and effect.

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**AMENDMENT NO. 6
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. 6 is accepted, subject to the terms, conditions and obligations of the aforementioned CONTRACT.

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

Michael A. Caruso, Clerk of the Circuit Court
& Comptroller, Palm Beach County

Palm Beach County, Board
of County Commissioners

ATTEST:

Signed: _____

Signed: _____

Typed Name: _____
Deputy Clerk

MS Sara Baxter, Mayor *4/2*

(Date) *2/2*

Approved as to Form and Legal
Sufficiency

Hazen and Sawyer, P.C.

(Consultant)

Signed: _____

John Koroshec, P.E.

(Print Name)

Typed Name: Michael W. Jones
County Attorney

[Signature]

(Signature)

Associate Vice President

(Title)

4/02/2026

(Date)

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of April 2026, by John Koroshec who is personally known to me or has produced _____ as identification.

[Signature]

(Signature of Notary Public - State of Florida)

Teresa McNally

(Print, Type, or Stamp Commissioned Name of Notary Public)



EXHIBIT A6
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 construction delays have occurred extending the anticipated construction completion date. As a result of the additional delay, the COUNTY has requested that the CONSULTANT extend their 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 delays have caused construction completion of the project to be delayed. Amendment 6 provides additional engineering fees associated with Tasks 5, 6, 8 and 11 of the existing CONTRACT and engineering fees and services associated with an additional Task 13 incorporated into the existing CONTRACT for the durations as identified in Exhibit C6 herein.

CONTINUING CONSTRUCTION PHASE SCOPE OF SERVICES

Task 5 – Construction Contract Administration

The CONSULTANT will continue to provide services for the management of engineering tasks throughout the remaining duration of the project's construction phase as extended in Amendment 5 of this CONTRACT. Such management activities will include project coordination with COUNTY, general coordination with the Contractor, scheduling, and general correspondence with COUNTY and the Contractor.

5.1 – Pre-Construction and Monthly Progress Meetings

The CONSULTANT will attend monthly progress meetings with COUNTY and the Contractor. As a minimum, one representative of the 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. Additionally, the CONSULTANT or sub-consultant team members will attend periodically to address specific subject matter as issues arise during the course of the construction work. Services and associated compensation for this task as identified herein is based upon a maximum of 12 additional meetings.

5.2 – Submittals

The CONSULTANT will consult with the COUNTY concerning the acceptability of substitute materials and equipment proposed by the apparent low bidder. The CONSULTANT will review shop drawings, diagrams, illustrations, catalog data, schedules and samples, equipment O&M manuals, the results of laboratory tests and inspections, equipment factory test certifications, equipment manufacturer certificates of proper installation, and other data that Contractors are required to submit for conformance with the design concept of the Project and compliance with the provisions of the Contract Documents. In addition, The CONSULTANT will receive and review items to be delivered by the Contractor(s) pursuant to the Contract Documents, including but not limited to maintenance and operating instructions, schedules, guarantees, warranties, bonds and certificates of inspection, tests and approvals. The CONSULTANT will provide written comments and recommendations concerning their completeness under the Contract Document.

The CONSULTANT will review Asset Data Sheets submitted by the Contractor and forward approved submittals to COUNTY. The CONSULTANT will coordinate with the appropriate COUNTY staff through review meetings or coordination calls between the CONSULTANT, COUNTY and Contractor to ensure Asset Data Sheets are complete and acceptable to the COUNTY for the purpose of COUNTY staff to input the Asset Data Sheets into the COUNTY's asset management database.

Services and associated compensation for this task as identified herein is based upon a maximum combined total of 15 submittals / Asset Data Sheet reviews.

5.3 – Interpretations, Clarifications and Change Orders

The CONSULTANT will issue interpretations and clarifications of Contract Documents during construction, and evaluate requests for substitutions or deviations from the Contractor Documents. The CONSULTANT will notify COUNTY of any such requested deviations or substitutions, and

when reasonably necessary, provide COUNTY with a recommendation concerning same. The CONSULTANT will negotiate with the Contractor the scope and cost of contract change orders using as a basis for such negotiations data or other information, emanating from the Contract Documents, including but not limited to the construction contract, general and special conditions, bid sheet, technical specifications, plans, shop drawings, material specifications, and proposed material and labor costs. The CONSULTANT will prepare, recommend and submit for COUNTY's approval such change orders or work change directives. Services and associated compensation for this task as identified herein is based upon a maximum of two (2) change orders and three (3) work directives.

5.4 – Pay Requests

The RPR will review the Contractor's monthly applications for payment and accompanying data and recommend approval of payments due to the Contractor. The CONSULTANT's recommendation of any payment requested in an application for payment will constitute a representation by the CONSULTANT that based on the CONSULTANT's on-site observations of construction in progress; that, to the best of the CONSULTANT's knowledge and belief, that construction has progressed to the point indicated and that the quality of construction is in general accordance with the Contract Documents; subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation; that the Contractor is therefore due the amount recommended. However, by recommending any such payment, the CONSULTANT will not thereby be deemed to have represented that any examination has been made to ascertain how or for what purpose the Contractor has used the monies paid or to be paid. Services and associated compensation for this task as identified herein is based upon a maximum of 12 pay requests.

Task 6 – Resident Project Representative

The CONSULTANT will provide a RPR as described herein for the duration of the construction project to observe construction and monitor work through January 1, 2027. 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. In addition:

1. The CONSULTANT, working principally through the Contractor's Superintendent, will assist the Contractor in the understanding the intent of the Contract Documents; and will assist COUNTY staff in serving as COUNTY's liaison with the Contractor
2. Based on available information, the CONSULTANT will verify that tests, equipment and system startup are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report appropriate details relative to the test procedures and start-up to COUNTY and appropriate regulatory agencies. Based upon available information, the CONSULTANT will verify and certify to COUNTY that the constructed facilities properly operate and are in general conformance with the contract documents and specifications

3. The CONSULTANT will keep a diary or log book, recording date relative to questions of Work Directive Changes, Change Orders, or changed conditions, and observations in general
4. The CONSULTANT will prepare a daily report for each day the RPR is on site, and submit said reports in electronic PDF format to the COUNTY on a weekly basis
5. The CONSULTANT will notify COUNTY and CONTRACTOR in writing when unsafe working conditions or safety violations are observed.

6.2 – Discipline Specific Inspections

The CONSULTANT will furnish the services of discipline specific (instrumentation, electrical, and structural) inspectors for construction of the project to supplement the RPR throughout the duration of the construction period.

Structural and electrical inspection services associated with Building Department Special Inspection requirements anticipated for this project and limited to the list of items and/or areas identified below are being furnished by the ENGINEER as part of the discipline specific inspections:

1. Precast concrete units and their attachments to structures
2. Reinforced masonry
3. Bolted Structural (metal) connections
4. Cast in place concrete and steel reinforcement
5. Electrical duct-bank and conduit
6. Electrical grounding
7. Electric building slab
8. Lighting
9. Electrical equipment
10. Cable insulation testing
11. National Electric Code compliance

The CONSULTANT will prepare an inspection report for Special Inspections required by the Building Department associated with the items and/or areas identified above and will submit the Special Inspection reports to the Building Department on a weekly basis. Additional inspections beyond the items and/or areas and effort identified above but required at the discretion of the Building Official will be provided by the CONSULTANT as an amendment to this task order.

6.3 – Startup Services and Operator Training

Provide specialist(s) experienced in wastewater treatment plant equipment startups to oversee the equipment and system startup activities as required in the Contract Documents. It is assumed that the Contractor has performed all of the preliminary testing required to trouble-shoot any and all systems prior to the field start-up of equipment, and the installation of the equipment has been reviewed for conformance with the contract documents by the CONSULTANT. The CONSULTANT will coordinate with the Contractor operator training to be provided by all the equipment suppliers. In-

plant training will be conducted by the Contractor with plant operations staff to review the function of new equipment and local controls for the equipment furnished under this project.

6.4 – Substantial and Final Construction Completion

Upon receiving notice from the Contractor advising the CONSULTANT that the Project is substantially complete, the CONSULTANT will schedule and, in conjunction with COUNTY, conduct a review of the Project, develop a list of items needing completion or correction, forward said list to the Contractor and provide written recommendations to COUNTY concerning the acceptability of work done and the use of the Project. Also, the CONSULTANT will perform final inspection in conjunction with COUNTY, and assist COUNTY in closing out construction contract. These services will include providing recommendations concerning acceptance of Project, and preparing necessary documents such as lien waivers, Contractor's final affidavit, close-out change order, final payment application, permitting certifications, and warranty letters from Contractor, subcontractor and equipment suppliers.

6.5 – Preparation of Record Drawings

The CONSULTANT will monitor monthly required project records and construction reports. The CONSULTANT will prepare and submit to COUNTY upon completion of construction of Project, two (2) sets of signed and sealed record drawings, four (4) sets of unsigned record drawings, and electronically in PDF format and in AutoCAD, including those changes made during the construction process, using the CONSULTANT's site survey of the installed items, information supplied by the Contractor and other data which can reasonably be verified by the CONSULTANT's personnel. Record drawings shall include State Plane Coordinates for underground utility features and building footprint modifications installed as part of this project.

Task 8 – Project Management

Throughout the duration of the project (i.e., design through construction), the CONSULTANT will provide project controls and management services to continually monitor the project for proper staff utilization, schedule, and coordination. The CONSULTANT will provide monthly reports to the COUNTY's project manager and, as a minimum, consisting of a status update including a narrative of work accomplished during the previous month compared to the last month's projection and anticipated work for the upcoming month.

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 PDF to the COUNTY on a weekly basis.

Amendment No. 6 will provide part-time (maximum 24 hours per week) inspection services by the CONSULTANT through January 1, 2027.

Task 13 – Surety Assistance Services

The CONSULTANT shall assist the COUNTY by providing project information to surety company on an as-needed basis to allow surety company and their assigned representatives to secure a replacement contractor to complete the project. The assistance provided by CONSULTANT will include providing requested documents as well as escorting surety company, their assigned representatives, and potential replacement contractors on the construction site to inspect / observe / record the status of the project's completion. Services and associated compensation for this task as identified herein are based upon a maximum of 160 hours of the CONSULTANT's time.

ASSUMPTIONS

1. The CONSULTANT's additional services and compensation as presented in Task 5, 6, 11 and 13 of Amendment 6 are based upon a January 1, 2027 construction completion date as presented in Exhibit C6. Services included in Amendment 6 for Tasks 5, 6, 11 and 13 required beyond January 1, 2027 may be extended through an additional amendment to the CONTRACT.
2. The CONSULTANT's additional services and compensation as presented in Task 8 of Amendment 6 are based upon a May 31, 2027 construction completion date as presented in Exhibit C6. Services included in Amendment 6 for Task 8 required beyond May 31, 2027 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 6 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. Certificate of Substantial Completion
- F. Certificate of Final Completion
- G. Record drawings including field survey of exterior yard electrical and piping
- H. Draft chapter updates to SRWRF O&M staff for review and comments.

- I. Final chapter updates in PDF and hard copy originals.
- J. Updated SRWRF Process Flow Diagram
- K. Monthly Project Control progress reports

EXHIBIT B6
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 A6 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. 2 only included additional compensation and did not include a time extension. Amendment No. 3 extended the completion time for Task 8 and Task 12 for an additional 450 calendar days. Amendment No. 4 extended 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. Amendment No. 5 to the CONTRACT (R2024-0704) extended the completion of all services an additional 530 calendar days to May 31, 2027. Amendment No. 6 only includes additional compensation and does not include a time extension.

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 increased the compensation an additional \$61,932.00 for Task 8 resulting in a CONTRACT total compensation lump sum amount of \$1,288,480.00. Amendment No. 5 did not increase the compensation for Phase 1. Amendment No. 6 will increase the compensation an additional \$22,494.00 for Task 8 resulting in a CONTRACT total compensation lump sum amount of \$1,310,974.00.

Deliverable(s) Required: Listed in Exhibit A6

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
- Task 13 – Surety Assistance 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 extended the completion time for a total CONTRACT completion date of December 17, 2025, which is 2920 calendar days from receipt of Notice-to-Proceed. Amendment No. 5 to the CONTRACT (R2024-0704) extended the completion of all services an additional 530 calendar days to May 31, 2027. Amendment No. 6 only includes additional compensation and does not include a time extension.

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 increased 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. Amendment No. 5 did not increase the compensation for Phase 2. Amendment No. 6 will increase the compensation an additional \$377,788.00 for Task 5, 6, 11 and 13, resulting in a CONTRACT total time and materials compensation amount of \$3,518,483.00.

Deliverable(s) Required: Listed in Exhibit A6

**"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*

Secondary Clarifier and Effluent Filtration Improvements
 Project: PBCWJUD 17-022

EXHIBIT B6 - Fee Summary - Amendment 6

Task	Description	Hours										Total Hours	Hazen Fee	SUB-CONSULTANTS			PROJECT TOTALS					
		Vice President	Senior Associate	Associate	Senior Principal	Principal Engineer	Engineer	Senior Field Coordinator	Administrator	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	0	0	0	\$0	\$0		
2.0	Final Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	
3.0	Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
4.0	Construction Bid Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
5.0	Construction Contract Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
	5.1 - Preconstruction Meeting & Progress Meetings	24	0	0	0	0	0	0	48	0	0	0	0	0	0	0	0	0	0	0	\$13,356	\$13,356
	5.2 - Submittals	0	0	0	0	0	0	0	45	0	0	0	0	0	0	0	0	0	0	0	\$6,210	\$6,210
	5.3 - Interpretation, Clarifications and Change Order	0	0	0	0	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	\$2,208	\$2,208
	5.4 - Pay Requests	0	0	0	0	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0	\$11,189	\$11,189
6.0	Resident Project Representative	0	0	0	0	0	0	0	832	0	0	0	0	0	0	0	0	0	0	0	\$114,816	\$114,816
	6.1 - Resident Project Representative	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
	6.2 - Discipline Specific Inspections	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
	6.3 - Startup Services and Operator Training	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
	6.4 - Substantial / Final Completion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
	6.5 - Preparation of Record Drawings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
7.0	Operation and Maintenance Manual Update	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
	Project Management	68	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$22,494	\$22,494
8.0	PLC Programming	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
9.0	BHS Inspection Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
10.0	BHS Inspection Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
11.0	Construction Phase Inspection Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
12.0	SRWRF Process Flow Diagram Update	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$204,797	\$204,797
13.0	Surety Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$25,212	\$25,212
	SUB-TOTAL Hours	92	0	0	0	0	0	0	1,005	0	0	0	0	0	0	0	0	0	0	0	400,282	400,282
	Labor rate	\$280.50	\$243.00	\$193.50	\$169.50	\$138.00	\$114.00	\$91.50	\$74.25	\$59.25	\$47.25	\$38.50	\$30.75	\$24.60	\$19.70	\$15.75	\$12.60	\$10.08	\$8.06	\$6.45	\$51.48	\$51.48
	Labor Fee Costs	\$26,040	\$21,810	\$17,565	\$16,882.50	\$13,860	\$11,400	\$9,105	\$74,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,479.70	\$20,479.70
	Labor Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
	Labor Sub-Total	\$78,120	\$65,430	\$52,702.50	\$50,647.50	\$41,580	\$34,200	\$27,315	\$222,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,439.40	\$61,439.40
	Sub-consultant Total																				\$400,282	\$400,282
	Project Total																				\$400,282	\$400,282

**EXHIBIT C6
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, Amendment No. 4, Amendment No. 5, and Amendment No. 6 for this work will be as follows (starting from ENGINEER'S receipt of Notice to Proceed [NTP] of the original CONTRACT). This schedule updates the schedule labeled "Exhibit C" included in the original CONTRACT.

<u>Engineering Services Task No.</u>	<u>Completion from NTP (calendar days)</u>	<u>Completion Date from NTP</u>
Task 5 – Construction Contract Administration	3300	January 1, 2027
Task 6 – Resident Project Representative	3300	January 1, 2027
Task 7 – Operation and Maintenance Manual Update	3450	May 31, 2027
Task 8 – Project Management	3450	May 31, 2027
Task 9 – SRWRF Control System PLC Programming	3300	January 1, 2027
Task 11 – Construction Phase Inspection Services	3300	January 1, 2027
Task 12 – Update of Existing SRWRF Process Flow Diagram	3450	May 31, 2027
Task 13 – Surety Assistance Services	3300	January 1, 2027

EXHIBIT D6
OFFICE OF SMALL BUSINESS DEVELOPMENT (OSBD)
SCHEDULE 1 AND SCHEDULE 2
Secondary Clarifier and Effluent Filtration Improvements Engineering Services
(PBCWUD Project No. 17-022)

NO SCHEDULE 2 PROVIDED

NOT APPLICABLE

OSBD SCHEDULE 1

Contract for Consulting/Professional Services Secondary Clarifier and Effluent Filtration Improvements Engineering Services

SOLICITATION/PROJECT/BID NAME: _____
 SOLICITATION OPENING/SUBMITTAL DATE: December 19, 2017

SOLICITATION/PROJECT/BID NO.: WUD 17-022
 COUNTY DEPARTMENT: PBC WUD

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:


NAME OF PRIME RESPONDENT/BIDDER: Hazen and Sawyer, P.C. ADDRESS: 2101 NW Corporate Boulevard, Suite 301 Boca Raton, FL 33431
 CONTACT PERSON: John Koroshec, P.E. / Associate Vice President PHONE NO.: 561-997-8070 E-MAIL: jkoroshec@hazenandsawyer.com
 PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$400,282.00
 SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B. Non-SBE SBE

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 Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ \$400,282.00 Total \$ \$0.00
 Total Certified SBE Participation \$ \$0.00

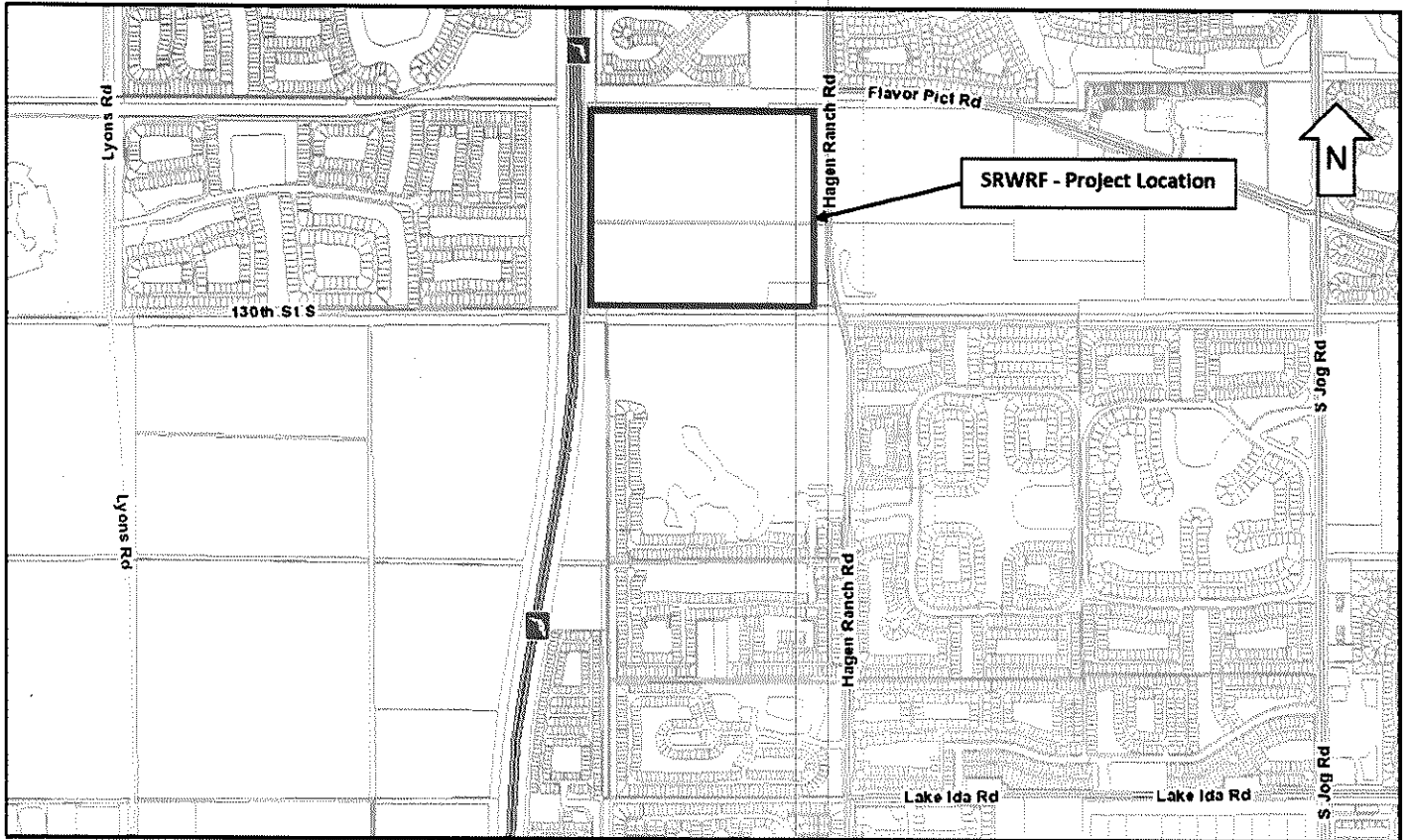
I hereby certify that the above information is accurate to the best of my knowledge: John Koroshec, P.E.  Associate Vice President
Name & Authorized Signature Title

- Note:**
- 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.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
 - Modification of this form is not permitted and will be rejected upon submittal.
 - 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.

EXHIBIT E6

Location Map

PBCWUD Project No. 17-022





Water Utilities Department
Engineering Division

8100 Forest Hill Blvd

West Palm Beach, FL 33413

(561) 493-6000

Fax: (561) 493-6085

www.pbcwater.com

Palm Beach County
Board of County
Commissioners

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

Interim County Administrator

Todd J. Borlarron

"An Equal Opportunity Employer"

Official Electronic Letterhead

June 11, 2025

Mr. Robert B. Taylor, Jr., P.E., Vice President
Hazen and Sawyer, P.C.
2101 Northwest Corporate Boulevard, Suite 301
Boca Raton, Florida 33431

Re: Project Number: 17-022
Secondary Clarifier and Effluent Filtration Improvements
Engineering Services
Notification of Contract Clauses No Longer Being
Enforced Pursuant to Emergency Ordinance 2025-014

Dear Mr. Taylor,

On June 3, 2025, the Board of County Commissioners (BCC) approved an emergency ordinance to suspend the race and gender conscious provisions of the County's EBO ordinance. The suspension will remain in effect for two years or until further direction by the BCC, whichever comes first. As a result, the provisions relating to minority/women-owned business enterprise (M/WBEs) participation contained in the contract document (R2017-1912) under Article 7- Subcontracting will not be enforced as of June 3, 2025, only the small business enterprise (SBE) provisions will apply.

Please sign below to acknowledge receipt of this notification. This acknowledgement will be included in, and made part of, the contract file.

Should you require any additional information please contact Ms. Christina Bervin at cbervin@pbcwater.com or at (561) 493 5203.

Cordially,

Jane House, P.E., LEED AP
Director of Engineering Division

Receipt Acknowledged and In Agreement:

Hazen and Sawyer, P.C.
(Consultant)

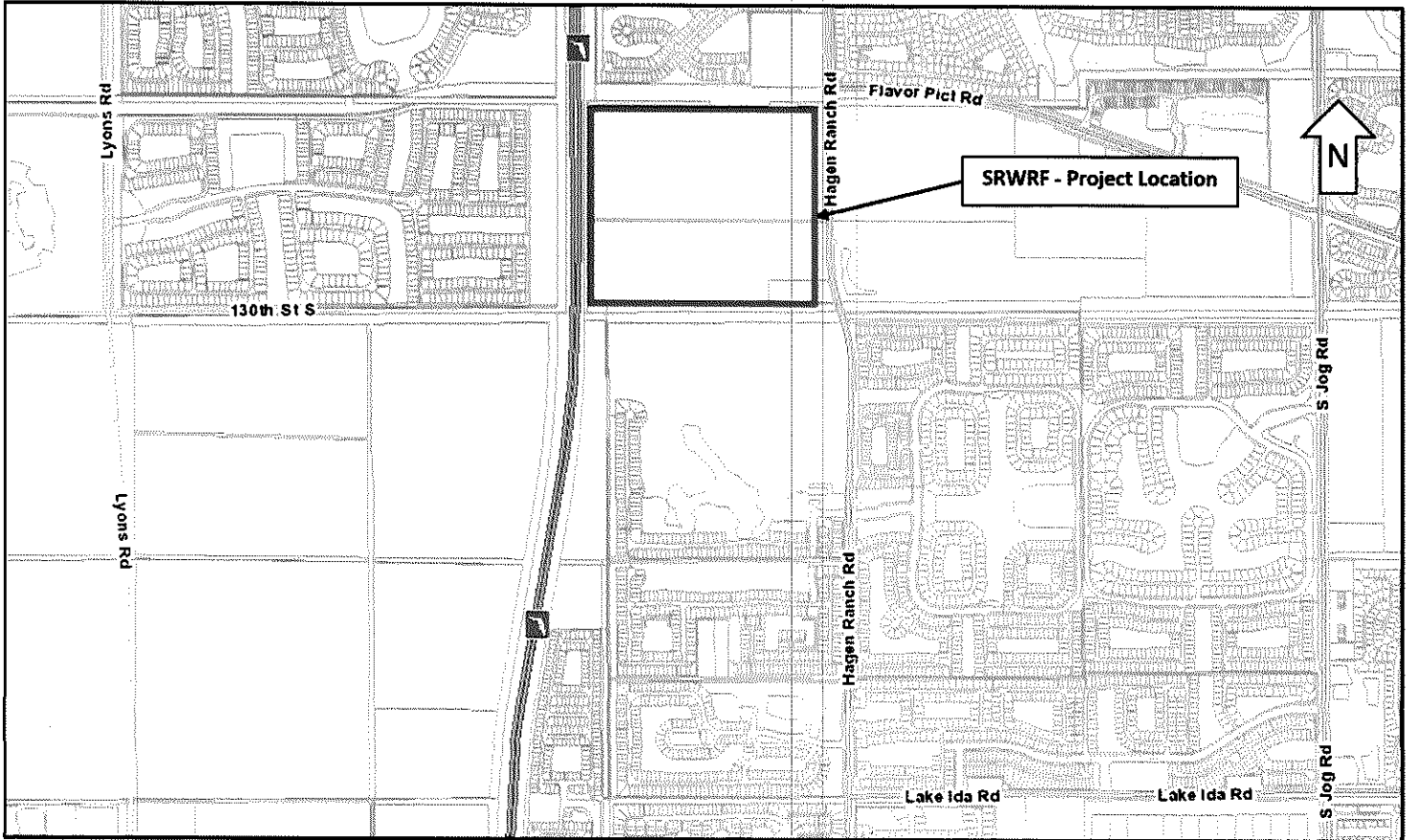
Robert B. Taylor, P.E.
(Print Name)

July 16, 2025
(Date)

ATTACHMENT NO. 2

Location Map

PBCWUD Project No. 17-022



ATTACHMENT NO. 3

Print Date 4/19/2025 12:15:07 PM

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
DX0001588	Hazen and Sawyer, P.C.	Modified	Compliant					17-022	Contract For Consulting/Professional Services Secondary Clarifier and Effluent Filtration improvements
		A+g , XV	National Fire Insurance Company of Hartford	7036845635	3/29/2026	3/29/2027	Auto Liability		
		A+ , XV	Continental Casualty Company	7036845683	3/29/2026	3/29/2027	General Liability		
		A+ , XV	Continental Casualty Company	eeh008231489	3/29/2026	3/29/2027	Professional Liability		
		A+g , XV	American Casualty Company of Reading, Pennsylvania	7036845852	3/29/2026	3/29/2027	Workers Comp		

Risk Profile : Standard - General Services
 Required Additional Insured : Palm Beach County Board of County Commissioners
 Ownership Entity :