

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 11, 2023

Consent [X]  
Public Hearing [ ]

Regular [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 10 to the Consulting/Professional Services Utility Distribution & Collection System Engineering Services Contract (Contract) with Holtz Consulting Engineers, Inc. (Consultant) for the Main St. and Gator Blvd. Water Main Break Analysis (Project) for a not to exceed amount of \$218,892.68.

**Summary:** On December 15, 2020, the Board of County Commissioners approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2020-1897) with Consultant. CSA No. 10 provides for professional engineering services to conduct an investigation of the water main failures along SR 80/N. Main St. and Gator Blvd. in Belle Glade, Florida. The investigation shall include forensic testing and investigations, geotechnical investigations, and recommendations for future projects.

This Contract was procured under the requirements of the Equal Business Opportunity Ordinance. On October 2, 2019, the Goal Setting Committee applied an Affirmative Procurement Initiative (API) of a minimum mandatory 20% Small Business Enterprise (SBE) subcontracting goal and an evaluation preference for up to 15 points based upon the relative level of dollar participation by certified SBE firms. The Contract provides for 96.00% SBE participation, which includes 90.00% MBE participation, 85.00% MBE (H), and 5.00% MBE (A). CSA No. 10 includes 0.00% SBE participation, which includes 0.00% MBE participation, 0.00% H, and 0.00% A. The cumulative SBE participation including CSA No. 10 is 75.52%, which includes 62.73% MBE participation, 61.63% H, and 1.10% A. Consultant is a Palm Beach County based company. The Project is included in the PBCWUD FY23 budget. (PBCWUD Project No. 23-033) District 6 (MWJ)

**Background and Justification:** PBCWUD Project No. 13-052 involved the installation of a 16-inch and a 12-inch polyvinyl chloride (PVC) water main in Belle Glade, Florida. This water main has experienced three (3) failures in recent years. PBCWUD staff, who made the emergency repairs, indicated that the breaks may be caused by improper bedding of the water main pipe. This Project will assess the condition of the pipe trench, pipe material, and provide recommendations on trench requirements for future projects in Belle Glade.

**Attachments:**

- 1. Two (2) Originals of Consultant Services Authorization No. 10
- 2. Location Map
- 3. Ebix Compliance Summary Report

Recommended By:

*Ahmed Bayat*  
Department Director

6/14/23  
Date

Approved By:

*Walter Blum*  
Assistant County Administrator

6/26/23  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	<u>\$218,893</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>
<b>NET FISCAL IMPACT</b>	<b><u>\$218,893</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
 # ADDITIONAL FTE POSITIONS (Cumulative)	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>

**Budget Account No.:** Fund 4001 Dept 720 Unit 2323 Object 3120

Is Item Included in Current Budget? Yes X No     

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

Reporting Category N/A

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

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

C. Department Fiscal Review: Joony Panton *JK*

**III. REVIEW COMMENTS**

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

*for county 6/14/23*  
ASDelle 6/14/23  
 OFMB OA 6114

Dr. S. Jacobson 6/21/23  
 Contract Development and Control  
*not 6/20/23*

**B. Legal Sufficiency:**

[Signature] for M. Jones 6/26/23  
 Assistant County Attorney

**C. Other Department Review:**

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

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

CONSULTANT SERVICES AUTHORIZATION NO. 10  
Palm Beach County Water Utilities Department  
Contract for Consulting/Professional Services  
Utility Distribution & Collection System Engineering Services  
Resolution No. R2020-1897 Contract Dated December 15, 2020

**Project Title:** Main St and Gator Blvd Water Main Break Analysis

**PBCWUD Project No.:** 23-033

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

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

**Budget Line Item No.:** 4001-720-2323-3120

**District No.:** 6

This Consultant Services Authorization provides for: conducting a pipe failure investigation of the existing Polyvinyl Chloride (PVC) water main failures along SR 80 (N. Main St.) and Gator Blvd. in Belle Glade. Investigation shall include forensic testing, investigations, geotechnical investigations, and recommendations for future projects.

(See ATTACHMENT A for detailed scope of services)

The Contract provides for 96.00% SBE participation, which includes 90.00% MBE participation, 85.00% MBE (H), and 5.00% MBE (A).

This Consultant Services Authorization includes 0.00% overall participation which includes, 0.00% MBE participation, 0.00% MBE (H), and 0.00% MBE (A).

The cumulative SBE participation, including this Consultant Services Authorization is 75.52%, which includes 62.73% MBE participation, 61.63% MBE (H), and 1.10% 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 \$218,892.68
  - B. Fixed price of \$0.00
  - C. Total \$218,892.68
4. This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed through the date of termination, together with reimbursable expenses (if applicable) then due.

CONSULTANT SERVICES AUTHORIZATION NO. 10  
Palm Beach County Water Utilities Department  
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**Project Title:** Main St and Gator Blvd Water Main Break Analysis

**PBCWUD Project No.:** 23-033

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 12/15/2020 which remains in full force and effect.
7. All Attachments to this Authorization are incorporated herein and made a part of this Consultant Services Authorization.

CONSULTANT SERVICES AUTHORIZATION NO. 10  
Palm Beach County Water Utilities Department  
Contract for Consulting/Professional Services  
Utility Distribution & Collection System Engineering Services  
Resolution No. R2020-1897 Contract Dated December 15, 2020

Project Title: Main St and Gator Blvd Water Main Break Analysis

PBCWUD Project No.: 23-033

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

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

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

Palm Beach County, Board  
of County Commissioners

ATTEST:

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

*HAW*  
*AB*

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

Gregg K. Weiss, Mayor

Typed Name: \_\_\_\_\_

Deputy Clerk

\_\_\_\_\_

(Date)

Approved as to Form and Legal  
Sufficiency

CONSULTANT: Holtz Consulting  
Engineers, Inc.

Signed: *[Signature]*

*[Signature]*

(Signature)

Typed Name: Michael W. Jones  
County Attorney

Stephen Fowler, Vice President

(Name and Title)

5/8/23

(Date)

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization,  
this 8 day of May, 2023, by Stephen Fowler who is  personally  
known to me or  has produced \_\_\_\_\_ as identification.



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

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

## LIST OF ATTACHMENTS

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

# ATTACHMENT A

## SCOPE OF SERVICES

PBCWUD Project No.: 23-033

Project Title: Main St. and Gator Blvd. Water Main Break Analysis

### INTRODUCTION:

Palm Beach County Water Utilities (PBCWUD) Project No. 13-052 involved the installation of a 16-inch and a 12-inch polyvinyl chloride (PVC) water main in Belle Glade, FL. This water main has experienced three (3) failures in recent years, including:

- A break in the 16-inch PVC water main on 6/27/2021
- A break in the 12-inch PVC water main on 1/10/2022
- A break in the 16-inch PVC water main on 12/31/2022

PBCWUD staff who made the emergency repairs indicated that the breaks were caused by improper bedding of the water main pipe. This Consultant Services Authorization encompasses conducting a pipe failure investigation of the existing PVC water main failures along SR 80 / N. Main St. and Gator Blvd. in Belle Glade, Florida. The investigation shall include forensic testing, investigations, geotechnical investigations, and recommendations for future projects.

### SCOPE OF SERVICES

Holtz Consulting Engineers, Inc. (CONSULTANT) shall perform and be responsible for the engineering Scope of Services as described herein:

#### **Task 1 - Forensic Investigation**

A forensic analysis of the pipe shall be performed by CONSULTANT. The following tasks shall be performed:

CONSULTANT will review any documents provided. CONSULTANT will travel to a PBCWUD site to examine the remains of the pipe. An incident site inspection may be conducted, and photographs and measurements may be taken. Portions of or all of the retained pipes will be selected for detailed examination and transported to CONSULTANT's laboratory.

The PVC material will be sampled and analyzed by Fourier Transform Infrared Spectroscopy (FTIR). The fracture surface of the PVC material will be examined under a light microscope to determine the fracture origin and the likely cause of the failure. Scanning Electron Microscope (SEM) imaging will be conducted if deemed necessary by the forensic engineer to determine the cause of the pipe failure.

The PVC material will be sampled for mechanical testing. Testing that will be conducted includes Izod, longitudinal and traverse tensile, modulus of elasticity and deflection temperature.

A written report will be provided summarizing the tasks performed and results of the forensic investigation.

**Task 1 Deliverables:**

- One copy of the final report in portable document format (PDF).

**Task 1 Assumptions:**

- PBCWUD staff can cut and provide a sample from the piece of the broken PVC pipe that was removed when the emergency repairs were made.

**Task 2 - Geotechnical Investigations**

CONSULTANT shall perform geotechnical investigations to evaluate and determine the nature and density of the soil backfill and bedding materials that surround the pipe. Five (5) locations will be targeted for the evaluation. The following geotechnical investigation tasks shall be performed:

**Subtask 2.1 - Excavations**

CONSULTANT shall hire an underground contractor to excavate the existing water main in five (5) locations for the geotechnical engineering to perform the investigations. The CONSULTANT's excavation contractor will be responsible for clearance of the buried utilities through Sunshine State One-Call, and the areas of the proposed excavations will be dewatered by well points prior to excavation (if required to obtain a dry trench to collect proper soil samples).

**Subtask 2.2 - Right-of-Way Coordination/Permitting**

CONSULTANT shall coordinate with the Palm Beach County Land Development Division and obtain any permits required for potholing the existing main within the right-of-way of Gator Blvd. CONSULTANT shall also coordinate with the Florida Department of Transportation (FDOT) and obtain any permits required for potholing the existing main within the right-of-way of SR 80/N. Main St.

**Subtask 2.3 - Geotechnical Engineering**

The scope of work will involve observation of and logging of test pits that are to be excavated by CONSULTANT's excavation contractor adjacent to the existing pipeline. During the digging process, CONSULTANT will photograph the conditions found, and enter the excavation at frequent vertical intervals to measure the density of the soils exposed and to obtain samples for laboratory testing. CONSULTANT's field representatives will also check the contact between the pipe bedding and the pipe.

Materials exposed in the excavations will be classified in accordance with the United Soil Classification System (ASTM D 2487) and appropriate geological nomenclature. Representative samples from the excavations will be transported to CONSULTANT's laboratory for testing consisting of moisture-density (i.e., Proctor) relationships and grain size distribution (sieve) analysis.

The gathered field and laboratory data will be presented in a written report signed and sealed by a registered professional engineer. The engineering report shall include a graphical log of each test pit showing subsurface material types and thicknesses, a table listing the in-place density test



results, and graphical presentations of the laboratory test results. The report shall also provide photo documentation of the work, and a written summary of the conditions found within each of the five (5) excavation locations.

**Task 2 Deliverables**

- Final report in PDF along with two (2) signed and sealed hard copies.

**Task 2 Assumptions:**

- CONSUL TANT will provide all excavation including dewatering, maintenance of traffic (MOT), sod restoration, permits, etc., necessary for the geotechnical investigation.
- PBCWUD will provide copies of the pipeline record drawings, inspection reports, and density test reports during construction of the water main.

**Task 3 - Recommendations**

CONSULTANT will review the results of the forensic and geotechnical reports, PBCWUD's current design standards and details, and develop recommendations to improve PBCWUD's contract documents in order to help avoid future pipe failures similar to this, if possible.

**Subtask 3.1 Summary Technical Memorandum**

CONSULTANT shall prepare a technical memorandum summarizing the results of the forensic and geotechnical reports, potential causes of the water main failures, and make recommendations to decrease the likelihood of these types of failures in the future. These recommendations could include changes to the PBCWUD's standard details, pipeline design and installation standards, or quality control requirements.

**Task 3 Deliverables**

- Draft report in PDF.
- Final report in PDF along with two (2) hard copies.

**Task 4 - Project Management**

Project management includes contract administration, quality assurance/quality control (QA/QC), and project meetings with PBCWUD staff.

**Subtask 4.1 Contract Administration**

The progress of the project will be monitored, and resources will be managed to achieve the schedule, budget, and work quality goals of the project. The CONSULTANT will coordinate with PBCWUD staff and will keep PBCWUD informed as to the status and progress of the project. Communications with PBCWUD will be conducted under this task. Invoices shall be prepared monthly.

**Subtask 4.2 Quality Assurance/Quality Control (QA/QC)**

The CONSULTANT will be conducting an internal QA/QC review of the deliverables for

conformance to the contract and internal program requirements. The results of these reviews will be incorporated into the deliverables prior to submission to PBCWUD for review and comment.

#### **Subtask 4.3 Monthly Schedule Update**

Submit electronic project schedule on a monthly basis. This schedule will be submitted on the first Friday of every month for the duration of the contract.

#### **Subtask 4.4 Project Design Review and Coordination Meetings**

Attend and participate in up to three (3) project meetings total with PBCWUD staff during the design phase of the project. Meetings are anticipated as follows:

- a. One (1) project kick-off meeting
- b. One (1) meeting to discuss the PBCWUD's comments on the forensic and geotechnical reports
- c. One (1) additional meeting to discuss the recommendations to the PBCWUD's standard details and installation requirements to avoid similar main breaks

#### **Task 4 Deliverables**

- Provide a monthly updated project schedule in PDF.
- Provide meeting minutes summarizing the key points of all review meetings in PDF.

#### **SCOPE OF SERVICES ASSUMPTIONS:**

1. Hazardous materials - Unless otherwise specifically required by this contract or through purchase orders, the CONSULTANT shall not have any responsibility for the discovery, presence, handling, removal or disposal, or exposure of persons to any hazardous or toxic substance of any form at the project site.
2. All excavations shall be made in public rights-of-way or in PBCWUD easements.

#### **PBCWUD RESPONSIBILITIES:**

1. Designate a project representative as PBCWUD's primary contact for CONSULTANT. CONSULTANT will rely on PBCWUD's designated project representative for instructions and approval of CONSULTANT's services.
2. Provide existing record drawings, Geographic Information System (GIS) files, system pressures, available modeling, future projects and improvements information, and other information pertinent to the project and project schedule.
3. Review and provide comments on all deliverables within two (2) weeks of delivery.
4. Attendance of key PBCWUD personnel to meetings as requested. It is requested to have key staff from the Engineering, Construction, and Operations & Maintenance (O&M) present at project review meetings.

## ATTACHMENT B

### SUMMARY AND STATUS OF CONSULTANT SERVICES AUTHORIZATIONS

Auth. No.	WUD Project No.	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	By	Date
1	21-016	Valve Additions - Phase 1	Approved	\$200,714.90	\$143,914.90	71.70%	BCC	4/6/2021
2	21-035	Priority Aerial Canal Crossing Improvement Phase 3	Approved	\$614,585.59	\$536,246.79	87.25%	BCC	5/18/2021
2.1	21-035	Priority Aerial Canal Crossing Improvement Phase 3	Approved	\$12,223.37	\$0.00	0.00%	WUD	5/26/2023
3	21-059	Improvements to Lift Stations 980, 981, and 1051	Approved	\$170,736.11	\$157,826.11	92.43%	BCC	8/17/2021
3.1	21-059	Improvements to Lift Stations 980, 981, and 1051	Approved	\$98,701.45	\$90,701.45	91.89%	CRC	6/15/2022
4	22-003	Valve Additions - Phase 2	Approved	\$236,305.02	\$167,405.02	70.84%	BCC	2/1/2022
5	22-002	Finrock Lift Station and Force Main Rehabilitation	Approved	\$139,845.95	\$130,400.95	93.24%	BCC	2/1/2022
6	21-081	89th Place North Water Main Extension	Approved	\$53,312.75	\$50,112.75	93.99%	CRC	4/27/2022
7	22-015	Palmetto Park Road Force main Replacement	Approved	\$251,461.24	\$220,851.24	87.82%	BCC	5/17/2022
8	22-016	Main street Water Main replacement in Canal Point	Approved	\$49,839.54	\$48,239.54	96.78%	WUD	6/8/2022
9	21-034	Kings Point Flanders and Capri Water Main Replacement	Pending	\$138,442.79	\$0.00	0.00%	BCC	Pending
10	23-033	Main St and Gator Blvd Water Main Break Analysis	Pending	\$218,892.68	\$0.00	0.00%	BCC	Pending

**ATTACHMENT C**

**OEBO SCHEDULE 1**

Office of Equal Business Opportunity Compliance Programs

**OEBO SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: Main St. and Gator Blvd. Water Main Break Analysis  
 SOLICITATION OPENING/SUBMITTAL DATE: December 15, 2020

SOLICITATION/PROJECT/BID NO.: WUD 23-033  
 COUNTY DEPARTMENT: Water Utilities Department

**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: Holtz Consulting Engineers, Inc ADDRESS: 270 South Central Boulevard, Suite 207 Jupiter, FL 33458

CONTACT PERSON: Stephen Fowler, P.E. PHONE NO.: 561-575-2005 E-MAIL: Stephen.Fowler@holtzconsulting.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$44,475.48 / 20.32%  
 \*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.  
 Non-SBE  MBE  WBE  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	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
	1. Exponent, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$50,000.00	
2. Johnson-Davis, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$63,800.00		
3. Tierra South Florida, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$60,617.20		
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total \$174,417.20

Total Bid/Offer Price \$ \$218,892.68

Total Certified S/M/WBE Participation \$ \$0.00 / 0%

I hereby certify that the above information is accurate to the best of my knowledge: Stephen Fowler, P.E.  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 OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
  - Modification of this form is not permitted and will be rejected upon submittal.

**ATTACHMENT C**

**OEBO SCHEDULE 2**

**Office of Equal Business Opportunity Compliance Programs**

Revised 12/20/2022

**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 23-033

SOLICITATION/PROJECT NAME: Main St. and Gator Blvd. Water Main Break Analysis

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

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

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

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

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

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

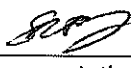
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Forensic Investigation and Analysis				\$50,000.00

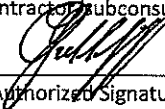
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$50,000.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

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

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

Holtz Consulting Engineers, Inc.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Stephen Fowler  
 Print Name  
Vice President  
 Title  
4/25/23  
 Date:

Exponent, Inc.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
John Shoven  
 Print Name  
Director  
 Title  
 Date: 4/25/2023

**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 23-033

SOLICITATION/PROJECT NAME: Main St. and Gator Blvd. Water Main Break Analysis

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

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

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

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

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

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

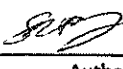
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Geotechnical Engineering Services				\$60,617.20

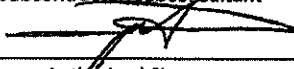
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$60,617.20

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.

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

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

Holtz Consulting Engineers, Inc.  
 Print Name of Prime  
 By:   
 Authorized Signature  
 Stephen Fowler  
 Print Name  
 Vice President  
 Title  
 Date: 3/22/2023

Tierra South Florida, Inc.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
 Raj Krishnasamy  
 Print Name  
 President  
 Title  
 Date: 3/22/2023



**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 23-033

SOLICITATION/PROJECT NAME: Main St. and Gator Blvd. Water Main Break Analysis

Prime Contractor: Holtz Consulting Engineers, Inc. Subcontractor: Johnson - Davis Incorporated

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

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Excavation Services				\$63,800.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$63,800.00

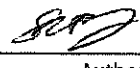
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

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

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

**Holtz Consulting Engineers, Inc.**

Print Name of Prime

By:   
Authorized Signature

Stephen Fowler

Print Name

Vice President

Title

Date: 3/28/2023

**Johnson - Davis Incorporated**

Print Name of Subcontractor/subconsultant

By:   
Authorized Signature

Wm. Clark Cryer

Print Name

Vice President

Title

Date: 3/28/2023

# 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

### Completion Date from Notice to Proceed

*(Calendar Days)*

Task 1 – Forensic Investigation	60 days from Notice to Proceed (NTP)
Task 2 – Geotechnical Investigations	60 days from NTP
Task 3 – Recommendations	30 days from Completion of Tasks 1 & 3
Task 4 – Project Management	Throughout Project Duration

Revised 12/20/2022

**ATTACHMENT E**  
**BUDGET SUMMARY**

Palm Beach County Water Utilities Department

Contract for Consulting/Professional Services Utility Distribution and Collection System Engineering Services

Resolution No.: R2020-1897

Contract Dated: December 15, 2020

Consultant Services Authorization: 10

Consultant: Holtz Consulting Engineers, Inc.

Project Title: Main St and Gator Blvd Water Main Break Analysis

PBCWUD Project No.: 23-033

Task No.	Task Description	Labor Classification and Hourly Rate								Total Raw Labor	Mileage	ODC	Sub Consultant Services	TASK TOTAL
		Principal	Associate Engineer	Senior Project Manager	Project Engineer (PE)	Project Engineer (EI)	Senior Designer CADD Technician	Drafter	Administrative Assistant					
		\$ 84.13	\$ 70.68	\$ 54.39	\$ 40.95	\$ 33.34	\$ 38.78	\$ 33.18	\$ 30.10					
<b>1.0</b>	<b>Forensic Investigation</b>	4		8	8				2	\$ 1,159.44				\$ 3,431.94
	<i>Subconsultant - Exponent, Inc.</i>											\$ 50,000.00		\$ 50,000.00
<b>2.0</b>	<b>Geotechnical Investigations</b>													
2.1	Excavations	8		16	16	24			2	\$ 3,058.84				\$ 9,054.17
	<i>Subcontractor - Johnson Davis, Inc.</i>											\$ 63,800.00		\$ 63,800.00
2.2	Right-of-Way Coordination/Permitting	4		8		8			2	\$ 1,098.56				\$ 3,251.74
2.3	Geotechnical Engineering	8		16	16	8			2	\$ 2,525.40				\$ 7,475.18
	<i>Subconsultant - Tierra South Florida, Inc.</i>											\$ 60,617.20		\$ 60,617.20
<b>3.0</b>	<b>Recommendations</b>													
3.1	Draft Summary Technical Memorandum	4		8	16	8			4	\$ 1,813.96				\$ 5,369.32
3.2	Final Summary Technical Memorandum	2		4	12	4				\$ 1,010.58				\$ 2,991.32
<b>4.0</b>	<b>Project Management</b>													
4.1	Contract Administration	12		8					12	\$ 1,805.88				\$ 5,345.40
4.2	QA/QC	8		8						\$ 1,108.16				\$ 3,280.15
4.3	Monthly Schedule Update	4								\$ 336.52				\$ 996.10
4.4	Project Design Review and Coordination Meetings (up to 3 total)	8		8						\$ 1,108.16				\$ 3,280.16
	<b>Totals</b>	<b>62</b>	<b>0</b>	<b>84</b>	<b>68</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>24</b>			<b>0</b>	<b>0</b>	<b>\$ 174,417.20</b>
	Labor Total Hours	62	0	84	68	52	0	0	24					
	Labor Hourly Raw Rates	\$ 84.13	\$ 70.68	\$ 54.39	\$ 40.95	\$ 33.34	\$ 38.78	\$ 33.18	\$ 30.10					
	Labor Raw Costs	\$ 5,216.06	\$ -	\$ 4,568.76	\$ 2,784.60	\$ 1,733.68	\$ -	\$ -	\$ 722.40					
	Labor Multiplier	2.96	2.96	2.96	2.96	2.96	2.96	2.96	2.96					
	Labor SubTotal	\$ 15,439.54	\$ -	\$ 13,523.53	\$ 8,242.42	\$ 5,131.69	\$ -	\$ -	\$ 2,138.30					
	<b>Labor Total</b>													<b>\$44,475.48</b>
	<b>Mileage/ODC</b>													<b>\$0.00</b>
	<b>Subconsultant Total</b>													<b>\$174,417.20</b>
	<b>Project Total</b>													<b>\$218,892.68</b>



David P. Wills, P.E.  
Senior Managing Engineer  
dwills@exponent.com

Exponent  
4101 SW 71<sup>st</sup> Avenue  
Miami, Florida 33155

telephone 305 661 1000  
facsimile 305 669 0305  
www.exponent.com

February 22, 2023

Mr. Stephen Fowler, P.E.  
Holtz Consulting Engineers, Inc.  
270 South Central Blvd., Suite 207  
Jupiter, Fl 33458  
By Email: Stephen.Fowler@HoltzConsulting.com

**Ref.: Palm Beach PVC Pipe Failure, 12-31-22**  
**DOI: 12/31/22**  
**E<sup>x</sup> Project No. 2301734.000**

Dear Mr. Fowler:

Thank you for retaining Exponent (E<sup>x</sup>) to assist you on the above-referenced project. We will be pleased to provide the requested analysis on an hourly rate plus expenses basis. Exponent's services are provided only in accordance with our *Terms and Conditions of Agreement*, a copy of which is enclosed and made a part hereof by reference. It is our understanding that Exponent's retention on this project is with Holtz Consulting Engineers, Inc., on behalf of Palm Beach County and, as such, all charges (i.e., fees and expenses) incurred by Exponent on this project will be billed to your office, but will be the responsibility of Palm Beach County, and/or its insurer, independent of other parties/payees involved. If invoices should be mailed to an address other than the one above, please provide that information with the signed letter. For purposes of the *Terms and Conditions of Agreement*, "client" shall mean Palm Beach County. My billing rate for 2023 is \$430 per hour.

I will review the materials you will furnish, examine the available physical evidence, review available documentary and testimonial evidence, review applicable codes, standards, and practices, and make recommendations to you as to additional research or testing I will need to do to form my opinions. The total costs are difficult to estimate in advance, however experience indicates that projects of this nature may cost approximately between \$30,000 and \$50,000. Please note this is only an estimate; should you assign us additional tasks for the benefit of your client, they will be billed as executed.

Pursuant to our *Terms and Conditions of Agreement*, it is the policy of E<sup>x</sup> to request a retainer of \$5000 for this case. Our Federal Tax ID number is 77-0218904. The retainer does not constitute an estimate of project costs but will be held on account until E<sup>x</sup>'s final invoice is issued. At that time, you have the option of paying the invoice in full and requesting a refund of your retainer or applying the retainer against the final invoice. Any excess will be refunded.

2301734.000-9371

To ensure that you are apprised of the technical efforts expended on this project, monthly invoices and activity summaries will be provided as the tasks are executed. Our charges will include professional fees and support staff fees, at our current commercial rates (commensurate with the level of experience of the personnel assigned to the engagement), equipment usage fees and other out-of-pocket expenses. Payment of each invoice will be due upon receipt.

To avoid any appearance of a potential conflict of interest or financial interest on the part of E<sup>x</sup> in the outcome of this project, you will agree on behalf of your client that all outstanding Exponent invoices for services rendered on this project will be paid 1) before any deposition testimony is offered in this case, and 2) before any trial testimony is offered in this case.

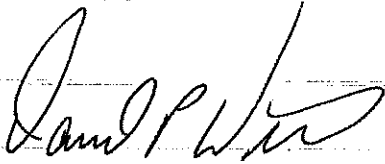
We have conducted a conflict-of-interest check based upon the following information supplied by you:

- Palm Beach County (Florida)
- AKA Services, Inc. (Installer. No longer in business)
- NAPCO (North American Pipe Company)
- Westlake Pipe and Fittings

Based upon this information, E<sup>x</sup> has determined that it does not have a conflict that would preclude us from assisting you in the above-referenced matter. We look solely to you to inform us whether the parties listed above are accurate and complete. E<sup>x</sup> will continue to rely on you to keep us informed of new parties involved in this case as this matter proceeds.

Again, thank you for consulting E<sup>x</sup>. I look forward to working with you on this project. To confirm your receipt of this letter and your understanding of and acceptance of the terms of retention, please sign and return one copy of this letter to E<sup>x</sup> in Miami. Because of the requirements of the Sarbanes-Oxley Act, please be advised that work on this matter cannot be undertaken by E<sup>x</sup> prior to our receipt of the acceptance copy of this retention letter. Please call me if you have any further questions or comments about this project or our agreement concerning the terms of the retention.

Very truly yours,



David P. Wills, P.E.  
Senior Managing Engineer

Accepted by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

---

**INVOICE TRANSMITTAL ADDRESS**

By default, Exponent will email invoices to the email address(es) listed below. Please verify the email address(es) as well as any reference information that should be contained on the invoice.

If you wish to receive hard copies of invoices via US Mail, please check the box below and provide the address(es) to which the hard copies should be mailed.

---

**Invoice  
Reference  
Number(s):**

---

**Name/Title**

**Email**

Mr. Stephen Fowler, P.E.

Stephen.Fowler@HoltzConsulting.com

---

Please send hard copy of invoices via US Mail: Yes  No

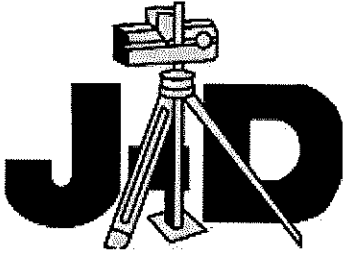
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**Physical address  
for invoicing:**

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**Other Notes:**

# Belle Glade Water Main Break Analysis



## JOHNSON-DAVIS INCORPORATED

604 HILLBRATH DR.

LANTANA, FL 33462

Contact: Wm. Clark C. Cryer

Phone: 561-588-1170

Fax: CCRYER@JOHNSONDAVIS.COM

<u>Quote To:</u>	Stephen Fowler, P.E., CGC	<u>Job Name:</u>	Belle Glade Water Main Break Analysis
	Holtz Consulting Engineers, Inc.	<u>Date of Plans:</u>	N/A
	270 South Central Blvd., Suite 207		
	Jupiter, FL 33458	<u>Revision Date:</u>	N/A
<u>Phone:</u>	(727) 643-4558		
<u>Email:</u>	Stephen.Fowler@HoltzConsulting.com		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION PER INSPECTION LOCATION	5.00	EA	1,000.00	5,000.00
20	BOND	1.00	LSU	1,000.00	1,000.00
30	PRE-CONSTRUCTION VIDEO	1.00	LSU	500.00	500.00
40	DEWATERING PERMIT AND ENGINEERING	1.00	LSU	1,000.00	1,000.00
50	NPDES PERMIT AND COMPLIANCE	1.00	LSU	1,500.00	1,500.00
60	DENSITY TESTS	10.00	EA	20.00	200.00
70	PROCTOR TESTS	1.00	EA	100.00	100.00
80	MOT PER INSPECTION LOCATION	5.00	EA	300.00	1,500.00
90	EXCAVATION INSPECTION LOCATION	5.00	EA	8,100.00	40,500.00
100	DEWATERING PER LOCATION	5.00	EA	2,000.00	10,000.00
110	BAHIA SOD	250.00	SY	10.00	2,500.00
<b>GRAND TOTAL</b>					<b>63,800.00</b>

### NOTES:

Each site will consist of approx. 3 days construction. 1 day for mobilization, prep, dewatering, 1 day for excavation, 1 day for restoration.

It is assumed the inspection can take place in one partial day concurrent with the excavation. This proposal doesn't anticipate leaving any open holes over night.



February 9, 2023, Rev 1 3/13/23

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

**RE: Geotechnical Proposal for Gator Lane Utility Review  
Belle Glade, Florida  
TSFGEO Proposal No. 2302-064**

Dear Craig:

Per your request, **TIERRA SOUTH FLORIDA, Inc. (TSFGEO)** is pleased to submit this proposal for providing geotechnical services for utility reviews along Gator Lane in Belle Glade, Florida. This proposal includes an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

#### **PROJECT INFORMATION**

We understand that the water main has had failures due to improper bedding. The primary objective of the review is to observe and document the soils and damages to utilities, and assist in determining the cause of the failures to potentially avoid such damages in the future.

#### **PROPOSED SCOPE OF WORK**

At this time, we anticipate five (5) sites will be evaluated. The County Utility Department will perform all work for Maintenance of Traffic, excavations, safety of excavates, removal of roadway, base, and subgrade, stockpile of materials, and replacement of the materials after the utilities are exposed and documented. The proposed work from TSFGEO **at each site** is summarized below.

- 1.) One (1) Standard Penetration Test Prior to Excavation, to 30 feet.
  - a. Lab testing of any deleterious soils encountered.
- 2.) Test Pit review of the excavation areas
  - a. Document soil layers and depths.
  - b. Photos of excavations and soils obtained.
- 3.) Compaction Testing of the backfilled materials.
  - a. Obtain Proctors samples and test
  - b. Observe compaction and complete density tests.
- 4.) Summary of observations
  - a. Written report summation of the actions.
  - b. Provide summary of possible reason for failures.



Proposed locations will be provided at a later date. **It is our understanding that the field work will be performed in the daytime.**

Boring locations will be located in the field by our personnel by measuring distances with a tape from known reference points. Prior to drilling at the project site, TSFGeo will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities.

**Our proposal assumes that private/airside utility lines will be located in the field by others prior to mobilization of the drill rig. TSFGeo will recommend a utility line locating service upon request. Borings are completed with truck-mounted equipment, and the boring locations may be performed in grassed areas. TSFGeo will endeavor to minimize impacts to grass or landscape from the truck tires. However, our fees does not include a fee to restore the grass or landscape.**

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the information noted below in Table 2.

<b>Table 2 – Report to Include</b>	
<b>Technical Area</b>	<b>Description of Report Items</b>
General	<ul style="list-style-type: none"><li>- Summary of USDA Soil Information for the project area</li><li>- Soil Profiles</li><li>- Boring Location Plan</li><li>- Results and Summary data for Laboratory Testing</li><li>- Provide Engineering opinion of the case of failure.</li></ul>
Re-Construction	<ul style="list-style-type: none"><li>- Summary of soil proctor tests</li><li>- Density test results for re-construction of the soil layers.</li></ul>

#### **UNIT FEE ESTIMATE**

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

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

# Geotechnical Proposal for Gator Lane Utility Review

Belle Glade, Florida

TSFGeo Proposal No. 2302-064 R1

Page 3

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

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

ITEM	UNIT	RATE	QUANTITY	FEE
<b>Soil Testing</b>				
Field Density Test (five [5] minimum)	per test	\$45.00	20	\$900.00
Proctors	per test	\$120.00	2	\$240.00
Limerock Bearing Ratio Test	per test	\$400.00	1	\$400.00
Atterberg Limit Test	per test	\$95.00	2	\$190.00
Organic Content Test	per test	\$55.00	2	\$110.00
Soil Observation (On Site)	per hour	\$145.00	12	\$1,740.00
Natural Sample Moisture Content	per test	\$25.00	5	\$125.00
<b>Concrete &amp; Masonry Materials</b>				
Concrete Compression Test (Min. four [4] cylinders per trip)	per set	\$160.00	2	\$320.00
<b>Masonry Units</b>				
<b>Aggregate Testing</b>				
A. Full grain size (8 sieves)	per test	\$80.00	3	\$240.00
<b>Asphalt Testing</b>				
<b>Field Explorations/Investigations</b>				
Standard Penetration Test Borings-Truck Rig (0'-50')	per foot	\$15.00	30	\$450.00
Grout-Seal Boreholes (0'-50')	per foot	\$8.00	30	\$240.00
Casing Allowance (0'-50')	per foot	\$9.00	30	\$270.00
<b>Mobilization of Truck-mounted drill rig to project (Min. Charge)</b>				
A. 50-mile travel	per unit	\$450.00	1	\$450.00
<b>Miscellaneous Service</b>				
<b>Personnel Classifications (Salary Costs)</b>				
Project Manager	hour	\$274.05	1	\$274.05
Chief Engineer	hour	\$245.19	2	\$490.38
Principal Engineer	hour	\$237.99	3	\$713.97
Senior Engineer	hour	\$223.56	6	\$1,341.36
Project Engineer	hour	\$209.13	12	\$2,509.56
Sr. Engineering	hour	\$139.89	8	\$1,119.12
TOTAL				\$12,123.44

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

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation

**Geotechnical Proposal for Gator Lane Utility Review**

**Belle Glade, Florida**

**TSFGeo Proposal No. 2302-064 R1**

**Page 4**

for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.


**Borings are completed with truck-mounted equipment, and the boring locations will likely be in grassed areas. TSFGeo will endeavor to minimize impacts to grass or landscape from the truck tires. However, our fees does not include a fee to restore the grass or landscape.**

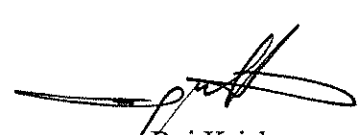
**SCHEDULE AND AUTHORIZATION**

TSFGeo will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork is expected to take 2 to 3 days to complete, weather permitting. The written report can generally be submitted within two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

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

Respectfully submitted,  
TSFGeo

  
Harmon C. Bennett, P.E.  
Principal Engineer

  
Raj Krishnasamy, P.E.  
President

Attachments: General Conditions  
Estimated Fees

<b>AUTHORIZED BY:</b>	<b>INVOICE TO:</b>
<b>Name:</b>	<b>Firm:</b>
<b>Title:</b>	<b>Name:</b>
<b>Date:</b>	<b>Address:</b>
	<b>Phone :</b>

**Geotechnical Proposal for Gator Lane Utility Review**  
**Belle Glade, Florida**  
**TSFGeo Proposal No. 2302-064 R1**  
**Page 5**

TSFGeo's General Conditions

1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSFGeo) as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
  - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
  - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
  - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
  - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
  - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
  - 13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
  - 14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
  - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
  - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial \_\_\_\_\_

# Geotechnical Proposal for Gator Lane Utility Review

Belle Glade, Florida

TSFGeo Proposal No. 2302-064 R1

Page 6

ITEM	UNIT	RATE	QUANTITY	FEE
<b>Soil Testing</b>				
Field Density Test (five [5] minimum)	per test	\$45.00	20	\$900.00
Proctors	per test	\$120.00	2	\$240.00
Florida Bearing Value Test	per test	\$45.00		
Limerock Bearing Ratio Test	per test	\$400.00	1	\$400.00
Atterberg Limit Test	per test	\$95.00	2	\$190.00
Carbonate Content Test	per test	\$110.00		
Organic Content Test	per test	\$55.00	2	\$110.00
Corrosion Series	per test	\$200.00		
Soil Observation (On Site)	per hour	\$145.00	12	\$1,740.00
Natural Sample Moisture Content	per test	\$25.00	5	\$125.00
Unit Weight and Moisture Content (Undisturbed Sample)	per test	\$75.00		
<b>Concrete &amp; Masonry Materials</b>				
Concrete Compression Test (Min. four [4] cylinders per trip)	per set	\$160.00	2	\$320.00
*Prepare cylinders & slump test on site, and deliver to lab				
Additional Concrete Cylinders	per cylinder	\$25.00		
Concrete Compression test only [delivered to lab]	per cylinder	\$25.00		
Slump test	per test	\$25.00		
Air Content test	per test	\$30.00		
Stand-by	per hour	\$80.00		
Grout Prism (Six [6] per set)	per set	\$85.00		
*Includes preparation of Prism on site				
2" x 2" Mortar Cubes (Six [6] per set)	per set	\$85.00		
* Includes preparation of Cubes on site				
Additional Mortar cubes	per cube	\$20.00		
<b>Masonry Units</b>				
A. Compressive Strength	per unit	\$85.00		
B. Absorption	per unit	\$50.00		
Concrete Cores (Min. 3 shots)				
A. Secure, trim, & test	per core	\$85.00		
B. Testing of core [delivers to lab (Incl. Trim)]	per core	\$55.00		
Swiss Hammer Testing	per hour	\$100.00		
Windsor Probe Test (Min. 3 shots)	per test	\$155.00		
Additional Windsor Probe Tests	per test	\$110.00		
<b>Aggregate Testing</b>				
Grain size determination				
A. Full grain size (8 sieves)	per test	\$80.00	3	\$240.00
B. Wash through (#200)	per test	\$55.00		
Sieve Analysis- Coarse Aggregate	per test	\$55.00		
Specific Gravity & Absorption of Fine or Coarse Aggregate	per test	\$80.00		
<b>Asphalt Testing</b>				
Asphalt Cores (obtaining core samples)	per unit	\$165.00		
Asphalt Extraction & Gradation	per unit	\$165.00		
Asphalt Density & Thickness	per unit	\$40.00		
Marshall Stability (incl. density, flow, and stability of 3 specimens)	per unit	\$165.00		
Coring Machine plus Generator Rental	per trip	\$450.00		
Superpave Resolution Testing				
A. Gyrotory Compaction, bulk specific gravity	per unit	\$175.00		
B. Rice Testing	per unit	\$120.00		
<b>Field Explorations/Investigations</b>				
Auger Borings	per foot	\$12.00		
Hand Augers	per hour	\$195.00		
Standard Penetration Test Borings-Truck Rig (0'-50')	per foot	\$15.00	30	\$450.00
Standard Penetration Test Borings-Truck Rig (51'-100')	per foot	\$17.00		
Grout-Seal Boreholes (0'-50')	per foot	\$8.00	30	\$240.00
Grout-Seal Boreholes (51'-100')	per foot	\$9.00		
Casing Allowance (0'-50')	per foot	\$8.00	30	\$270.00
Casing Allowance (51'-100')	per foot	\$11.00		
Muck Probing (4 hr. min.) (2-man crew)	per day	\$2,500.00		
<b>Mobilization of Truck-mounted drill rig to project (Min. Charge)</b>				
A. 50-mile travel	per unit	\$450.00	1	\$450.00
B. 100-mile travel	per unit	\$550.00		
Mobilization of Track-mounted drill rig to project (Min. Charge)	per unit	\$1,200.00		
<b>Miscellaneous Service</b>				
Percolation Test	per test	\$400.00		
Double Ring Infiltrometer Test	per test	\$700.00		
Install Monitoring Well, 25' depth	per LF	\$50.00		
Plug & Abandon Monitoring Well, 25' depth	per well	\$1,900.00		
MOT (Maintenance of Traffic)	per set-up	\$1,600.00		
<b>Personnel Classifications (Salary Costs)</b>				
Project Manager	hour	\$274.05	1	\$274.05
Chief Engineer	hour	\$245.19	2	\$490.38
Principal Engineer	hour	\$237.99	3	\$713.97
Senior Engineer	hour	\$223.56	6	\$1,341.36
Project Engineer	hour	\$209.13	12	\$2,509.56
Sr. Engineering	hour	\$139.89	8	\$1,119.12
MOT Qualified Worker	hour	\$105.00		

## ATTACHMENT F

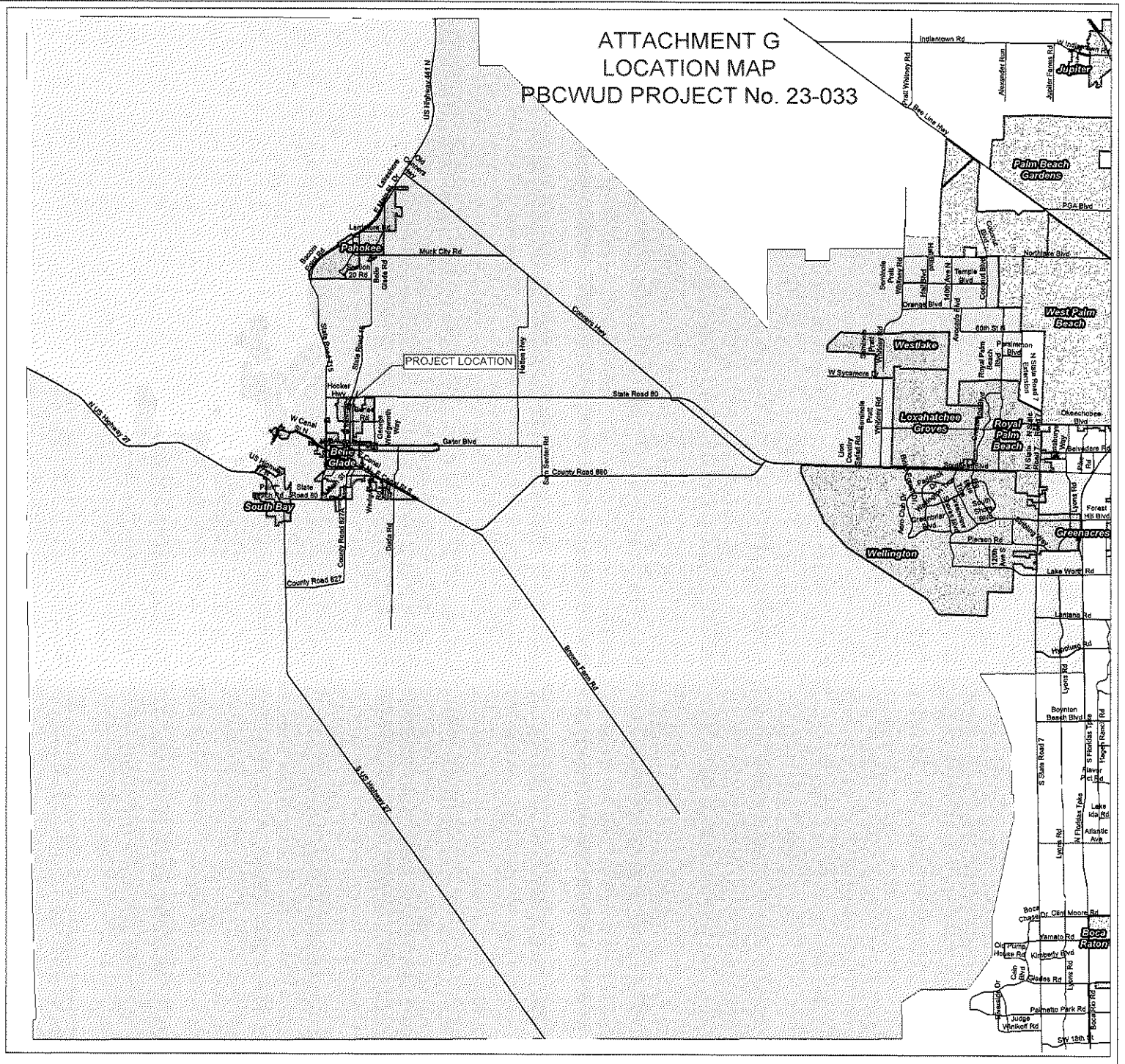
Palm Beach County Water Utilities Department  
 Contract for Consulting/Professional Services  
 Utility Distribution & Collection System Engineering Services  
 Resolution No. R2020-1897 Contract Dated December 15, 2020

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

Master Contract Goals	SBE: <u>96.00%</u>	MBE: <u>90.00%</u>	MBE (H): <u>85.00%</u>	MBE (A): <u>5.00%</u>
<b>Current Proposal</b>				
Value of Authorization No. <u>10</u>	<b>\$218,892.68</b>			
Value of SBE-M/WBE Letters of Intent	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Actual Percentage	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>Signed/Approved Authorizations</b>				
Total Value of Authorizations	<b>\$1,827,725.92</b>			
Total Value of SBE-M/WBE Signed Subcontractors	<b>\$1,545,698.75</b>	<b>\$1,283,891.01</b>	<b>\$1,261,373.96</b>	<b>\$22,517.05</b>
Actual Percentage	<b>84.56%</b>	<b>70.24%</b>	<b>69.01%</b>	<b>1.23%</b>
<b>Signed/Approved Authorizations Plus Current Proposal</b>				
Total Value of Authorization	<b>\$2,046,618.60</b>			
Total Value of Subcontractors & Letters of Intent	<b>\$1,545,698.75</b>	<b>\$1,283,891.01</b>	<b>\$1,261,373.96</b>	<b>\$22,517.05</b>
Actual Percentage	<b>75.52%</b>	<b>62.73%</b>	<b>61.63%</b>	<b>1.10%</b>

Revised 12/06/2021

ATTACHMENT G  
LOCATION MAP  
PBCWUD PROJECT No. 23-033



**PALM BEACH COUNTY  
COMMISSION DISTRICT 6**

 Municipalities

 District 6



Disclaimer:  
"Legal: Palm Beach County is providing this data "as is," and Palm Beach County disclaims any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will Palm Beach County be liable to you or any third party for any direct, indirect, incidental, consequential, special, or exemplary damages or lost profits resulting from any use or misuse of this data."

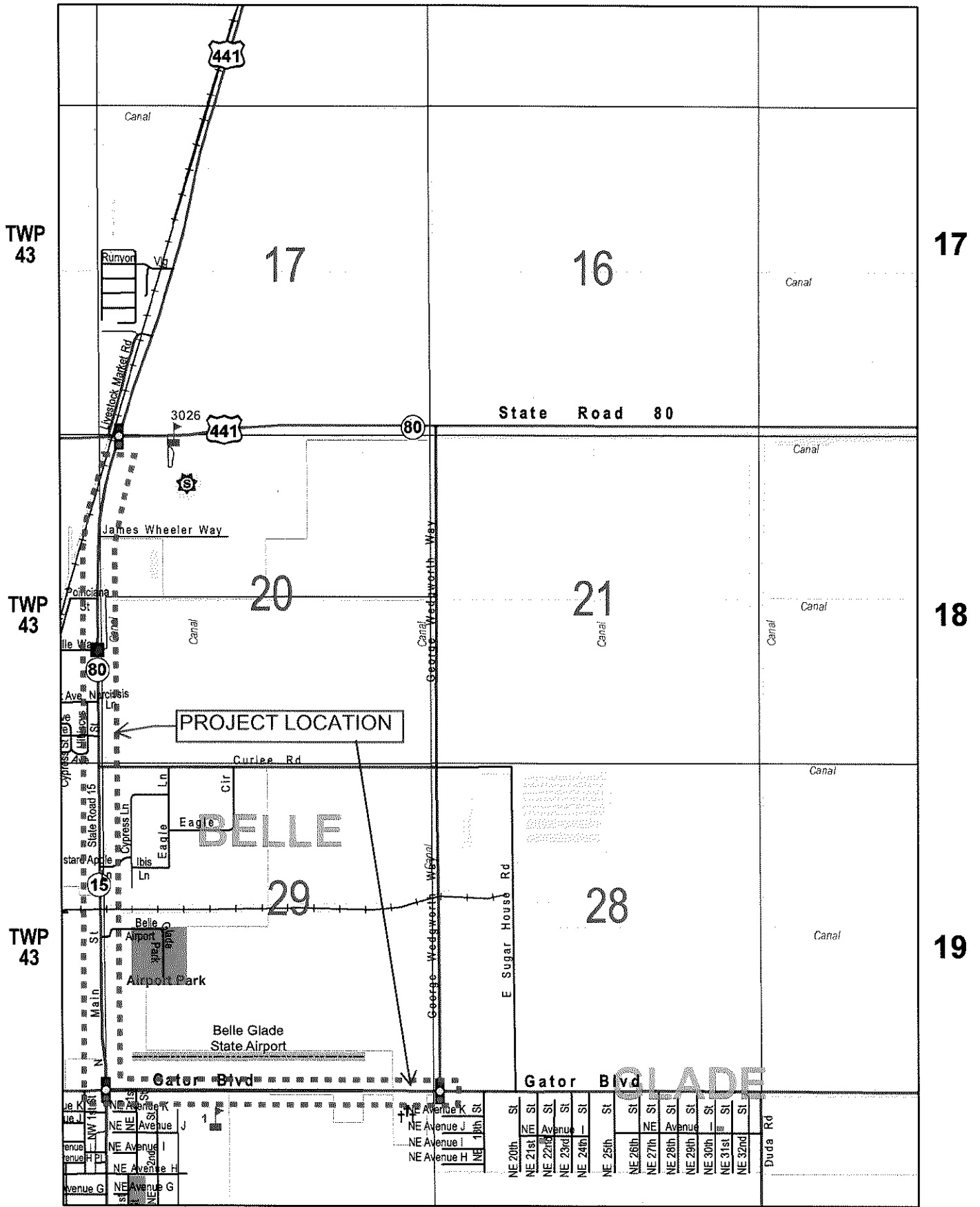


**PALM BEACH COUNTY**  
GIS Service Bureau December 20, 2021

NN

ATTACHMENT 2  
AGENDA ITEM  
LOCATION MAP

MM



RNG 37

RNG 37



# ATTACHMENT 3



## 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
DX00001238	Holtz Consulting Engineers, Inc.	Modified	Compliant with Minor/Expiring Deficiencies					19-082	Contract for Consulting/Professional Services Utility Distribution and Collection System Engineering Services
		A++ , XV	Auto-Owners Insurance Company	5339611700	6/9/2023	6/9/2024	Auto Liability		
		Ar , XV	Crum & Forster Specialty Insurance Company	efx122889	5/15/2023	5/15/2025	Excess Liability		
		Ar , XV	Crum & Forster Specialty Insurance Company	epk143905	5/15/2023	5/15/2025	General Liability		
		Ar , XV	Crum & Forster Specialty Insurance Company	EPK135458	5/15/2023	5/15/2025	Professional Liability		
		A++g , XV	Travelers Casualty and Surety Company	UB9K5640712347G	5/15/2023	5/15/2024	Workers Comp		

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