

Agenda Item # __C - 5__

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM:

Approval and authorization for the Village Manager to execute Consultant Services Authorization No. 20 with Erdman Anthony of Florida, Inc. to provide Engineering design services for the Water Treatment Plant Site Modification, PW1902, demolition of the water treatment plant. The cost for said services shall not exceed \$89,900.00.

BACKGROUND:

The Water Treatment Plant located at 10996 Okeechobee Blvd. has been out of service for several years and the water treatment facilities need to be demolished including all above ground facilities and the treatment elements within the membrane building. The proposed project is to facilitate the demolition of the water treatment plant facilities.

ISSUE:

The project will consist of preparing plans, specifications, and contract documents for the demolition of the Water Treatment Plant (WTP). The CSA No. 20 will include quality control, electrical engineering, asbestos survey, permitting, and construction services for the WTP demolition. The cost for these services shall not exceed \$89,900.00.

The Consultant Services Authorization is attached as Exhibit A.

Funds to come from PW1902; Account No. 302-4100-541.63-99

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator:	Village Manager	Agenda Date:	Village Council
	Approval:		Action:
Public Works		6/16/2022	
Director			

**Consultant Services Authorization
No. 20
Village of Royal Palm Beach**

**Municipal Engineering Services
PW1902 - Water Treatment Plant Site Modification**

Introduction

The Village of Royal Palm Beach (VILLAGE) entered into a Municipal Engineering Services Agreement entitled Agreement for Professional Services (AGREEMENT) with Erdman Anthony of Florida, Inc. (ERDMAN) on September 20, 2017; effective September 20, 2017 until September 19, 2019. The First Addendum was executed on August 19, 2019 and is in effective September 20, 2019 until September 19, 2021. The second addendum was executed on August 20, 2021; effective September 20, 2021 until September 19, 2023. This Consultant Services Authorization (CSA) will be performed under the terms and conditions of that AGREEMENT.

Background & Scope of Services

The Water Treatment Plant located at 10996 Okeechobee Blvd. has been out of service for several years and the Village desires to demolish the above ground features and the treatment elements with the reverse osmosis building.

Task 1 – Plans

Prepare construction plans labeling the above ground features to be demolished and surface features (asphalt, foundations, inlets, underground piping, etc) and the street lights to remain. Prepare notes describing the removal all of the piping and treatment components within the reverse osmosis building. This task also includes coordinating the work of the design team, including the electrical engineers and environmental engineer, attending up to three meetings or video conferences with the Village, and performing up to two field reviews of the project site. Deliverables:

- Cover sheet with project title, design team, sheet index, location map
- General notes sheet with legend
- Plan view sheets (3 sheets) at 1"=20' scale noting the various items to be removed, the limits of the area to be impacted, select items to remain
- Bid alternate plan sheets (3 sheets) at 1"=20' scale highlighting underground pipes 4" or larger that are to remain and for which the bidder shall provide a separate price for grouting them if approved by the Village. These plans will be prepared on GIS plans that the Village will provide to Erdman Anthony. The GIS files that the Village provides will show the pipes, pipe sizes, surrounding topographic features, and aerial photograph background.
- Photographs (6 sheets) with snap shots of various items identified on the plan sheets to better describe to the bidders the items to be demolished
- Details (2 sheets) for details as yet to be determined to address issues such as plugging pipes, filling pipes with grout, surface restoration, etc.

Task 2 – Specifications and contract documents

Prepare a scope of work paragraph to describe the effort that the contractor is expected to complete. The bid form will be as a single lump sum price. Prepare the written technical specifications using FDOT standard specifications or other appropriate specifications with minor revisions to address the method of payment being lump sum.

Deliverables: Scope of Work paragraph, Written technical specifications

Task 3 – Quality control

The treatment plant specialty firm of Mock Roos will provide assistance to identify various elements of the project and their disposition and quality control review under this task.

Deliverables: Red lined plans and specs

Task 4 – Electrical engineering

The existing electrical service to the site will need to be modified to demolish the existing building and maintain power to the site elements that are to remain. Similarly, demolition of the existing RO equipment inside the building requires modifications to the power facilities. The electrical engineering plans and specifications will be prepared by Smith Engineering Consultants per the attached proposal and includes the electrical engineer's construction phase services.

Deliverables: Construction plans and specifications. Punch list and as-builts of the electrical components

Task 5 – Asbestos survey

The two existing buildings to be demolished require an asbestos survey. The contractor will be required to submit a notice of demolition to the Florida Department of Environmental Protection which requires an asbestos survey. The asbestos survey will be prepared by Terracon per the attached proposal.

Deliverables: Asbestos survey.

Task 6 – Permitting

The plant has been out of service and was previously closed by others. The wells have been and/or are being closed by others. Coordinate with the following agencies including submitting the plans for review and pre-approval in advance of bidding for when the contractor obtains the permits:

- Village of Royal Palm Beach Engineering Department. The contractor will be required to obtain a permit from the Engineering Department. Coordinate with the Village regarding that permits by submitting the plans for their review and approval to address their comments in advance of the bidding process.
- Village of Royal Palm Beach Building Department (demo and electrical). The contractor will be required to obtain building permits for demolition and electrical. Coordinate with the Village regarding those permits by submitting the plans for their review and approval to address their comments in advance of the bidding process.
- Florida Department of Environmental Protection for asbestos removal. The contractor will be required to submit a notice of demolition to the Florida Department of Environmental Protection which will include the asbestos survey. Coordinate with the FDEP regarding those permit requirements.

Deliverables: correspondence with agencies

Task 7 – Construction phase services

It is assumed that the contractor will complete the project within one month and that our onsite observation will be needed for no more than 15 workdays. The following duties will be performed during the construction phase:

- Attend pre-bid meeting with the Village
- Review up to 3 submittals (shop drawings) submitted by the Contractor. Includes 1 initial review and 1 resubmittal, if/when needed. Additional reviews beyond 2 shall be additional services billed at our hourly rates.
- Attend pre-construction meeting with the Village and Contractor
- Perform up to 15 site visits for up to 4 hours/day to observe the contractor’s progress and performance.
- Prepare responses for up to 2 RFI’s submitted by the Contractor.
- Review 1 pay application submitted by the Contractor and prepare a memo to the City noting any concerns or discrepancies and recommending payment amount.
- No test results or record drawings shall be reviewed
- Attend 1 final walk through and prepare a punch list.
- Attend 1 final inspection once all punch list items have been completed.
- Prepare a memo to the Village certifying that the project has been constructed in substantial conformance with the contract documents.
- Provide an engineer to serve as the point of contact for the Contractor and provide Construction Management services.

Deliverables: construction observation reports

Task 8 – Project management and expenses

Coordinate the project team and administrative tasks. It is assumed that the project design and plans production phase will be complete in 10 weeks and that 2 hours per week will be expended on project management tasks. Should expenses be incurred such as fees, printing, copying and mileage, they will be invoiced at 1.15 times the rate that is charged to Erdman Anthony by the vendor.

Deliverables: none

Fee/Compensation

Professional services for the scope of services outlined in Exhibit “A” will be performed by Erdman Anthony of Florida, Inc. for a total amount of \$89,900.00 as per table below; plus reimbursable expenses. Funds to come from Project No. PW1902 – Water Treatment Plant Site Modification.

Task	Description	Fee	Billing Method	Firm
1	Plans	\$32,000	Fixed fee	Erdman Anthony
2	Bid Documents	\$5,000	Fixed fee	Erdman Anthony
3	Quality Control	\$8,000	Fixed fee	Mock Roos
4	Electrical Engineering	\$17,500	Fixed fee	Smith
5	Asbestos Survey	\$3,200	Fixed fee	Terracon
6	Permitting	\$6,000	Fixed fee	Erdman Anthony
7	Construction Phase Svcs	\$13,000	Hourly	Erdman Anthony
8	PM and Expenses	<u>\$5,200</u>	Hourly	ErdmanAnthony
	Total	\$89,900		

Authorization

Consultant Services Authorization No. 20

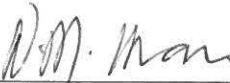
Date: _____

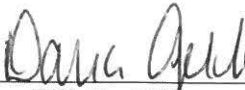
If you concur with this CSA, please indicate by signing below; once executed by the Village Manager you will receive a copy for your records.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

Witness:

Erdman Anthony of Florida, Inc.

1. 


Dana Gillette, P.E.
Principal Associate

2. 

Village of Royal Palm Beach
A Florida Municipal Corporation

1. _____

Raymond C. Liggins, PE, ICMA-CM
Village Manager

2. _____

May 18, 2022

Paul Webster
Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411

SUBJECT: WTP Demolition plans

Dear Mr. Webster:

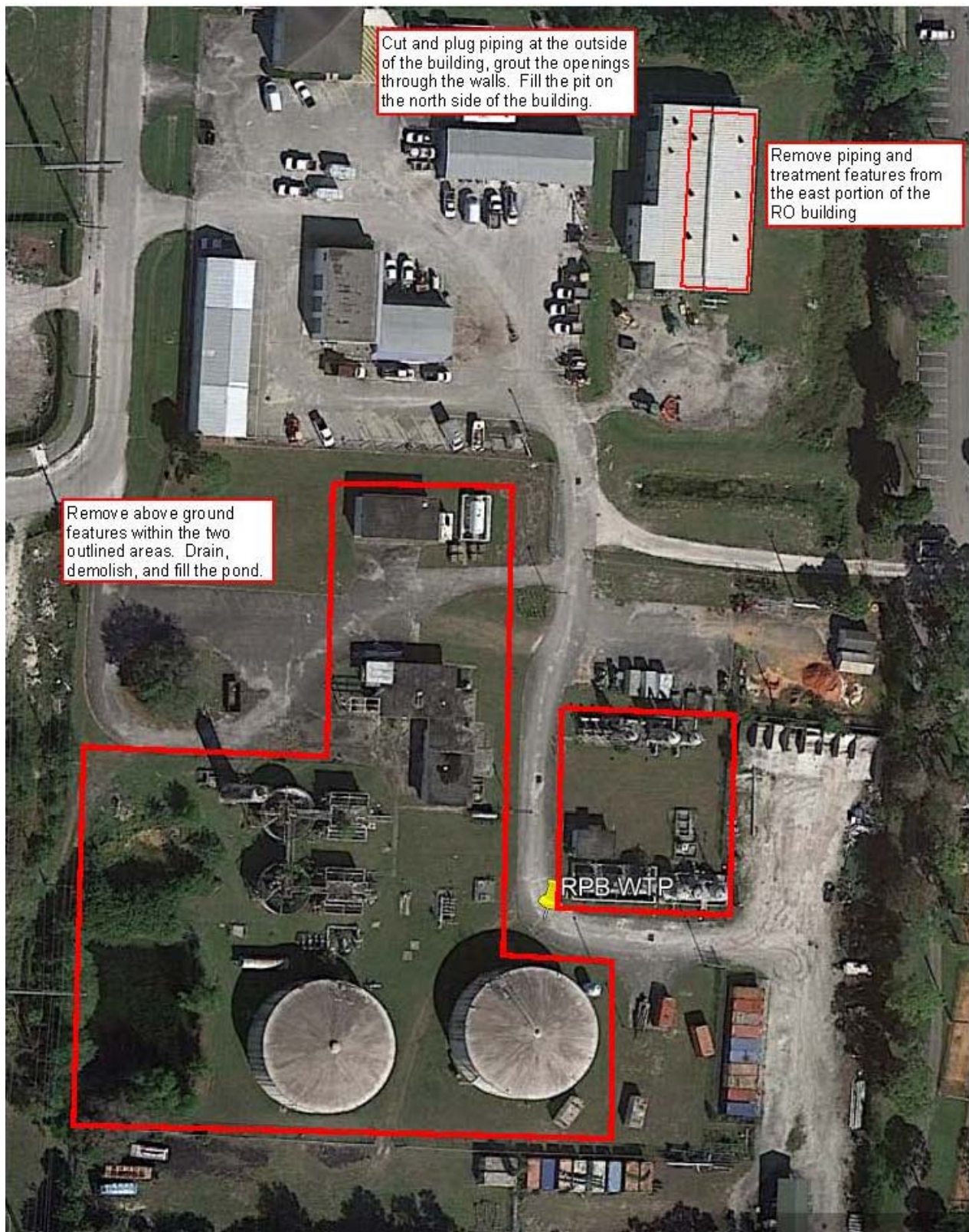
As we discussed, the Water Treatment Plant located at 10996 Okeechobee Blvd. has been out of service for several years and the Village desires to demolish the above ground features and the treatment elements within the reverse osmosis building

Project Understanding

The portion of the site to be demolished is as shown in the sketch on the next page; above ground features will be demolished and surface features (asphalt, foundations, inlets, underground piping, etc) and the street lights will remain. In addition, the Village desires to remove all of the piping and treatment components within the reverse osmosis building. No improvements to the site or building are desired. However, the existing power distribution will require modification to maintain power service to the facilities that will remain. The project will include plans and notes directing the contractors to the items to be demolished and those to remain. The plans will be based on prior plans on aerial photographs to be provided by the Village. The plans will be supplemented with contract documents based on the Village's standard documents.

Scope of Work and Deliverables

The following scope of work is a general representation of our current opinion of the likely scope of work and deliverables required for this project and is made on the basis of our professional judgment and experience. As the project is developed, it is possible that the scope will require additional or even reduced scope items. Among other items, review by and responding to government agencies involves a number of factors that are outside of Erdman Anthony's control. Erdman Anthony will keep Client informed as the project develops.



Task 1 – Plans

Prepare construction plans labeling the above ground features to be demolished and surface features (asphalt, foundations, inlets, underground piping, etc) and the street lights to remain. Prepare notes describing the removal all of the piping and treatment components within the reverse osmosis building. This task also include coordinating the work of the design team, including the electrical engineers and environmental engineer, attending up to three meetings or video conferences with the Village, and performing up to two field reviews of the project site.

Deliverables:

- Cover sheet with project title, design team, sheet index, location map
- General notes sheet with legend
- Plan view sheets (3 sheets) at 1"=20' scale noting the various items to be removed, the limits of the area to be impacted, select items to remain
- Bid alternate plan sheets (3 sheets) at 1"=20' scale highlighting underground pipes 4" or larger that are to remain and for which the bidder shall provide a separate price for grouting them if approved by the Village. These plans will be prepared on GIS plans that the Village will provide to Erdman Anthony. The GIS files that the Village provides will show the pipes, pipe sizes, surrounding topographic features, and aerial photograph background.
- Photographs (6 sheets) with snap shots of various items identified on the plan sheets to better describe to the bidders the items to be demolished
- Details (2 sheets) for details as yet to be determined to address issues such as plugging pipes, filling pipes with grout, surface restoration, etc.

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Prepare a scope of work paragraph to describe the effort that the contractor is expected to complete. The bid form will be as a single lump sum price. Prepare the written technical specifications using FDOT standard specifications or other appropriate specifications with minor revisions to address the method of payment being lump sum.

Deliverables: Scope of Work paragraph, Written technical specifications

Task 3 – Quality control

The treatment plant specialty firm of Mock Roos will provide assistance to identify various elements of the project and their disposition and quality control review under this task.

Deliverables: Red lined plans and specs

Task 4 – Electrical engineering

The existing electrical service to the site will need to be modified to demolish the existing building and maintain power to the site elements that are to remain. Similarly demolition of the existing RO equipment inside the building requires modifications to the power facilities. The electrical engineering plans and specifications will be prepared by Smith Engineering Consultants per the attached proposal and includes the electrical engineer's construction phase services.

Deliverables: Construction plans and specifications. Punch list and as-builts of the electrical components

Task 5 – Asbestos survey

The two existing buildings to be demolished require an asbestos survey. The contractor will be required to submit a notice of demolition to the Florida Department of Environmental Protection which requires an asbestos survey. The asbestos survey will be prepared by Terracon per the attached proposal.

Deliverables: Asbestos survey

Task 6 – Permitting

The plant has been out of service and was previously closed by others. The wells have been and/or are being closed by others. Coordinate with the following agencies including submitting the plans for review and pre-approval in advance of bidding for when the contractor obtains the permits:

- Village of Royal Palm Beach Engineering Department. The contractor will be required to obtain a permit from the Engineering Department. Coordinate with the Village regarding that permits by submitting the plans for their review and approval to address their comments in advance of the bidding process.
- Village of Royal Palm Beach Building Department (demo and electrical). The contractor will be required to obtain building permits for demolition and electrical. Coordinate with the Village regarding those permits by submitting the plans for their review and approval to address their comments in advance of the bidding process.
- Florida Department of Environmental Protection for asbestos removal. The contractor will be required to submit a notice of demolition to the Florida Department of Environmental Protection which will include the asbestos survey. Coordinate with the FDEP regarding those permit requirements.

Deliverables: correspondence with agencies

Task 7 – Construction phase services

It is assumed that the contractor will complete the project within one month and that our onsite observation will be needed for no more than 15 workdays. The following duties will be performed during the construction phase:

- Attend pre-bid meeting with the Village
- Review up to 3 submittals (shop drawings) submitted by the Contractor. Includes 1 initial review and 1 resubmittal, if/when needed. Additional reviews beyond 2 shall be additional services billed at our hourly rates.
- Attend pre-construction meeting with the Village and Contractor
- Perform up to 15 site visits for up to 4 hours/day to observe the contractor's progress and performance.
- Prepare responses for up to 2 RFI's submitted by the Contractor.
- Review 1 pay application submitted by the Contractor and prepare a memo to the City noting any concerns or discrepancies and recommending payment amount.
- No test results or record drawings shall be reviewed
- Attend 1 final walk through and prepare a punch list.
- Attend 1 final inspection once all punch list items have been completed.
- Prepare a memo to the Village certifying that the project has been constructed in substantial conformance with the contract documents.
- Provide an engineer to serve as the point of contact for the Contractor and provide Construction Management services.

Deliverables: construction observation reports

Task 8 – Project management and expenses

Coordinate the project team and administrative tasks. It is assumed that the project design and plans production phase will be complete in 10 weeks and that 2 hours per week will be expended on project management tasks. Should expenses be incurred such as fees, printing, copying and mileage, they will be invoiced at 1.15 times the rate that is charged to Erdman Anthony by the vendor.

Deliverables: none

Assumptions/Clarifications

- The Village will provide the GIS files and/or pdf documents showing the exiting facility pipe network with pipe locations and sizes on an aerial photograph background. The Village will assist in identifying the pipes to be included in the bid alternate to grout large underground pipes to remain.
- No survey will be provided to the bidders. Contractor will not provide as built survey after the work is completed except for the electrical components as noted in the electrical engineer's proposal.
- No environmental issues are anticipated at the site.
- No cost estimate or preparation of budget is included. The contractor will have the option to recover the demolished items for their salvage or scrap value which will affect their bid price.
- General notes regarding site grading following demolition of select items will be included; however no site grading design will be proposed.
- Erdman Anthony agrees to provide electronic copies of our work product to Client and other consultants or contractors on this project subject to the following terms and conditions: These documents are part of Erdman Anthony's instruments of service and shall not be used by Client or anyone else receiving these documents for any purpose other than as a convenience for this project. Any other use or reuse by Client or by others will be at Client's sole risk and without liability or legal exposure to Erdman Anthony. Client agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Erdman Anthony, its officers, directors, employees, agents or subconsultants that may arise out of or in connection with the use of these documents. Furthermore, Client shall, to the fullest extent permitted by law, indemnify and hold Erdman Anthony harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these electronic documents. Machine-readable format documents are supplied as a convenience to Recipient. Such documents are not intended to replace the printed forms of such documents. The content of the documents supplied by Erdman Anthony in printed form shall govern over the contents of documents supplied in machine-readable format. Because information presented on the electronic files can be modified, unintentionally or otherwise, Erdman Anthony reserves the right to remove all indicia of ownership and/or involvement from machine-readable format documents. Under no circumstances shall delivery of the electronic files be deemed a sale by Erdman Anthony, and Erdman Anthony makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Erdman Anthony be liable for any loss of profit or any consequential damages as a result of the use or reuse of these documents.
- Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions (information) provided by Client unless expressly stated otherwise with respect to such information.
- Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality at a similar time.
- Erdman Anthony will be promptly paid for services performed.

Compensation

Erdman Anthony proposes to complete the above described scope of services as follows:

Task	Description	Fee	Billing Method	Firm
1	Plans	\$32,000	Fixed fee	Erdman Anthony
2	Bid Documents	\$5,000	Fixed fee	Erdman Anthony
3	Quality Control	\$8,000	Fixed fee	Mock Roos
4	Electrical Engineering	\$17,500	Fixed fee	Smith
5	Asbestos Survey	\$3,200	Fixed fee	Terracon
6	Permitting	\$6,000	Fixed fee	Erdman Anthony
7	Construction Phase Services	\$13,000	Hourly	Erdman Anthony
8	PM and Expenses	<u>\$5,200</u>	Hourly	Erdman Anthony
	Total	\$89,900		

Schedule

Erdman Anthony will begin work on the project after receipt of a fully executed agreement. Subject to your review and concurrence, we will develop a schedule for the work. It is anticipated that the plans and specifications tasks will be completed in 60-90 days.

Proposal Acceptance

This proposal is subject to the terms and conditions of our contract with the Client dated September 20, 2017. This proposal and the contract are intended to represent the entire contractual relationship between Client and Erdman Anthony. If you concur with and accept the provisions of this proposal, please have an authorized representative issue a consultant work authorization to us for our records which shall also serve as our Notice to Proceed. Thank you for your interest in utilizing Erdman Anthony's services for this project. We would appreciate an opportunity to further discuss any questions you may have with regard to this proposal or our services in general and appreciate your time and consideration in reviewing the proposal. If you have any questions or require additional information, please contact me at 561-753-9723. We look forward to working with you and building a successful relationship.

Sincerely,
ERDMAN ANTHONY



Dana I. Gillette, PE, PSM, LEED AP
Principal Associate

Encl: Electrical engineering proposal
Asbestos survey proposal

April 28, 2022

Ms. Dana I. Gillette, P.E.
Erdman-Anthony
5405 Okeechobee Blvd., Suite 200
Royal Palm Beach, FL 33417

Re: Village of Royal Palm Beach, WTP Demolition
Electrical Engineering Services Proposal

Dear Dana:

Smith Engineering Consultants, Inc. (SEC) is pleased to provide this proposal for the above referenced project. We propose to provide the following scope of services:

Design Phase:

1. Initial site visit and review of the existing installation.
2. Coordinate with FPL for electric service to the existing R.O. Bldg. and design the electrical service point and power distribution system to feed this existing building. (The R.O. Bldg. is presently fed power from the existing main electrical switchgear at the FPL Vault to be demolished.)
3. Electrical design to provide for the demolition of the existing R.O. equipment inside the R.O. Bldg. (lights, etc. are to remain in service inside the empty building). Other site facilities to be demolished include the FPL Vault building and most other equipment and facilities throughout the site.
4. Submit 90% plans, specifications, and cost estimate and attend a 90% review meeting with the Village.
5. Submit final (100%) plans, specifications, and cost estimate.

SEC will prepare contract documents, including plans and specifications, suitable for bidding, permit, and construction. We will assist in preparing addendums and respond to questions during the bid process. We propose to furnish drawings in AutoCAD format using base plan drawings provided by Erdman-Anthony.

Our lump sum fee to provide the Design Phase services described above is \$11,500.



Construction Phase:

1. Attend the pre-construction meeting.
2. Review electrical equipment shop drawings.
3. Respond to contractor requests for information (RFI's) and review change order requests.
4. Attend up to two (2) construction meetings/site visits during construction.
5. Perform substantial completion and final inspections and prepare punch lists.
6. Prepare record drawings based upon contractor "as-built" drawings.

Our lump sum fee to provide the Construction Phase services described above is \$6,000.

Thank you for using Smith Engineering Consultants as the source for these engineering services. We look forward to our continued working relationship with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry M. Smith", with a long horizontal flourish extending to the right.

Larry M. Smith, P. E.
President



May 11, 2022

ERDMAN ANTHONY
5405 Okeechobee Boulevard, Suite 200
West Palm Beach, FL 33417

Ms. Dana I. Gillette, PE, PSM – Principal Associate
M: (561) 308.0546
D: (717) 516.6047
E: gilletted@erdmananthony.com

Re: Proposal for Limited Asbestos Survey- Designated Locations
Water Plant
10996 Okeechobee Boulevard
Royal Palm Beach, Florida 33411
Terracon Proposal No. PHD227060

Dear Ms. Gillette:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to conduct an asbestos survey on five structures located at the subject site as observed during our walkthrough on April 22, 2022.

A. PROJECT INFORMATION

Terracon understands the project involves interior, exterior and roof sampling. Terracon understands that the renovation or possible demolition will potentially impact suspect Asbestos Containing Material (ACM) within the buildings that may include flooring, partition walls, HVAC ducts and suspended acoustical ceiling tiles.

B. SCOPE OF SERVICES

Terracon will mobilize an AHERA-accredited asbestos building inspector to conduct an asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). Terracon will conduct a visual assessment of the building to identify materials suspected of containing asbestos (suspect ACM) such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory



Terracon Consultants, Inc. 5371 NW 33 Avenue, Suite 201 Fort Lauderdale, Florida 33309
P [954] 741 8282 F [954] 741 8240 terracon.com

Proposal for Limited Asbestos Survey- Designated Locations

Water Plant – 10996 Okeechobee Boulevard ■ Royal Palm Beach, Florida

May 11, 2022 ■ Terracon Proposal No. PHD8227060



analysis. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86.

Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. In addition, Terracon will not perform sampling which requires demolition or destructive activities such as knocking holes in walls, dismantling of equipment or removal of protective coverings. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel. Sampling will not include suspect materials which cannot be safely reached with available ladders/man-lifts. As requested by the client, exterior building materials such as roofing will be sampled. Therefore, the client must agree to defend and hold Terracon harmless from subsequent liability and damages that may result from the collection of roof samples.

Terracon will apply temporary patching to roof sample locations, but the client is advised to obtain a roofing contractor to repair areas damaged by client-requested roof sampling. Attached you will a Roof Sample Authorization form for your execution.

The bulk samples will be forwarded to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for analysis by visual estimation using polarized light microscopy (PLM) with a 72-hour turnaround time (TAT) from sample receipt by the lab. If PLM results merit re-analysis by the more quantitative point counting or similar techniques, Terracon will contact the client for authorization if additional costs will be incurred.

In accordance with federal regulations, only those materials containing greater than 1% asbestos will be reported as asbestos-containing. However, materials less than 1% will be identified because the owner will have a duty under the Occupational Safety & Health Administration (OSHA) Hazard Communication Standard (HAZCOM, 29 CFR 1910.1200) to provide information to contractors of cancer causing agents.).

Proposal for Limited Asbestos Survey- Designated Locations

Water Plant – 10996 Okeechobee Boulevard ■ Royal Palm Beach, Florida

May 11, 2022 ■ Terracon Proposal No. PHD8227060



Report

Terracon will prepare a written report describing the sampling methodology and the results of the survey. The report will describe the number, type and location of building material samples collected, the analytical results, the estimated quantity and the condition of materials identified as ACM. No drawings depicting the location and extent of ACM or estimates of ACM removal costs will be provided unless specifically requested in advance by the client.

An electronic copy of the report will be delivered to the email indicated herein upon completion of the final report.

Conditions

Items to be provided by the Client include:

- Client to provide legal right-of-entry to conduct the assessment.
- A building management representative will be present during inspections of occupied areas.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization.
- Client will provide, if available, building plans in AutoCAD format.
- The fee estimate is based on a single mobilization to the project site.
- Terracon’s environmental scientist(s) will be provided escorted access to the property during normal working hours (Monday through Friday 8:00 a.m. to 5:00 p.m.) to conduct the scope of services defined herein.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.
- Executed Roof Authorization Form.

Reliance

The limited asbestos survey report will be prepared for the exclusive use and reliance of Erdman Anthony. Use or reliance by any other party is prohibited without the written authorization of Erdman Anthony and Terracon.

Proposal for Limited Asbestos Survey- Designated Locations

Water Plant – 10996 Okeechobee Boulevard ■ Royal Palm Beach, Florida

May 11, 2022 ■ Terracon Proposal No. PHD8227060



Reliance on the limited asbestos survey report by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in this proposal, the report and Terracon’s Agreement for Services. The limitation of liability defined in the Agreement is the aggregate limit of Terracon’s liability to the client and all relying parties.

Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client’s contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant’s employees or subcontractors to do so to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant’s pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

C. COMPENSATION

The services described above will be performed for a lump sum fee of **\$ 3,200.00**. There is no sales tax applicable to this work. This fee includes PLM analysis of up to 70 bulk material samples utilizing 72-hour turnaround time from sample receipt by the laboratory and assumes a single site mobilization. Additional samples, if required, will be invoiced at \$25 each.

Terracon’s invoice will be submitted upon completion of the proposed services. If conditions are encountered at the site which requires significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

D. AUTHORIZATION

If this scope of services meets with your approval, work may be initiated by returning a signed original copy of the attached Agreement for Services to our office. Project initiation may be expedited by faxing a copy of the signed Agreement for Services to the undersigned below at (954) 741-8240 and/or

Proposal for Limited Asbestos Survey- Designated Locations

Water Plant – 10996 Okeechobee Boulevard ■ Royal Palm Beach, Florida

May 11, 2022 ■ Terracon Proposal No. PHD8227060



emailing an executed copy to Mr. Sergio A. Adasme at sergio.adasme@terracon.com.

The terms, conditions, and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

Terracon Consultants, Inc.

Florida Asbestos Consulting Business License No. ZA337

A handwritten signature in blue ink, appearing to read 'Sergio A. Adasme'.

Sergio A. Adasme
Environmental Services
Project Industrial Hygienist

A handwritten signature in blue ink, appearing to read 'Tom Holley'.

Tom Holley, CHMM, CIH, CSP, MRSA
Licensed Asbestos Consultant AX-75
Senior Industrial Hygienist

Attachment Agreement for Services
 Roof Sampling Authorization Form

ROOF SAMPLING AUTHORIZATION

Terracon Consultants, Inc. has been requested by the building owner, our client, the proposed building purchaser, the lender or the building occupants, to sample the currently installed roofing materials for determination of the presence of asbestos containing materials. The sampling and analysis is being conducted in anticipation of planned roof renovation, planned repairs, roof removal or for informational purposes.

As part of the sampling procedure, it may be necessary for Terracon to cut into the roofing materials and remove the materials down to the roof deck or underlying substrate. Terracon will repair the roof by applying temporary patching at the sample locations. The client, building owner and occupants should understand that sampling of the roofing materials by cutting into these materials may void roof warranties that may be currently in effect. Terracon recommends that the sample locations be permanently patched by a qualified roofing contractor and/or by a roofing contractor approved by the current warranty holder. Terracon will not be responsible for leaks or damage as a result of the sample locations not being permanently patched.

Your acknowledgement of the proposed sampling is requested below.

- I have read the above and will allow sampling of the roofing materials.
- I have read the above and will not allow sampling of the roofing materials.

Building Name or Address

Building Owner Name / Entity

Printed Name of Authorized Person

Signature of Authorized Person

Date



AGREEMENT FOR SERVICES

This **AGREEMENT** is between Erdman Anthony (“Client”) and Terracon Consultants, Inc. (“Consultant”) for Services to be provided by Consultant for Client on the Erdman Anthony - Water Plant project (“Project”), as described in Consultant’s Proposal dated 05/11/2022 (“Proposal”), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant’s services is described in the Proposal, including but not limited to the Scope of Services section (“Services”), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant’s Services do not include the investigation or detection of, nor do recommendations in Consultant’s reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client’s request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant’s current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client’s sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant’s reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT’S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT’S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT’S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant’s Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant’s substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT’S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers’ compensation insurance in accordance with the laws of the states having jurisdiction over Consultant’s employees who are engaged in the Services, and employer’s liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: **Terracon Consultants, Inc.**
By: Steven Harrison Date: **5/11/2022**
Name/Title: **Steven A. Harrison / Department Manager III-Professional**
Address: **1225 Omar Rd**
West Palm Beach, FL 33405-1046
Phone: **(561) 689-4299** Fax: _____
Email: **Steven.Harrison@terracon.com**

Client: **Erdman Anthony**
By: _____ Date: _____
Name/Title: **Dana I, Gillette, PE, PSM / Principal Associate**
Address: **5405 Okeechobee Blvd Ste 200**
West Palm Beach, FL 33417-4552
Phone: **(561) 753-9723** Fax: _____
Email: **gilletted@erdmananthony.com**