

Proposal to Provide
Engineering Services for
Booster Pump Station #1 Improvements
Design, Permitting & Bid Phase Services

Services to be provided by: Kimley-Horn and Associates, Inc. (Kimley-Horn)

Services provided to: Village of Wellington (Village)

Proposal Date: June 6, 2024

This Work Authorization authorizes Kimley-Horn and Associates, Inc. to perform work set forth herein and is issued pursuant to the Agreement for Consulting Services, between the Village of Wellington (“Client” or “Village”) and Kimley-Horn and Associates, Inc. (“Consultant” or “Kimley-Horn”). All terms and conditions of said Agreement are hereby incorporated and made part of this Work Authorization.

BACKGROUND

The Village of Wellington’s potable water system has two (2) remote sites that are utilized for storage and re-pumping to meet peak demands and fire flows. Each site contains a 2-MG pre-stressed concrete ground storage tank, horizontal split-case booster pumps, CMU building, generator and re-chlorination facilities. The site locations are as follows:

- Booster Pump Station #1 (BPS1) – 2901 Ousley Farms Road
- Booster Pump Station #2 (BPS2) – 11011 Lake Worth Road

The electrical equipment at BPS1 is antiquated and near the end of its useful life. Furthermore, the electrical equipment is located within a drywalled area inside of the pump station building. As such, the Village recently completed an evaluation to replace the existing electrical gear and has elected to construct a new hardened electrical building to the south of the existing building to house the proposed equipment.

Additionally, the existing BPS1 site consists of a single 16-inch pipe that flows into and out of the station depending on system pressure and peak flow rates. The configuration of the station limits the Village’s ability to fill the station and re-pump simultaneously. Consequently, the ground storage tank needs to be operated at a reduced level to mitigate the degradation of chlorine in the tank and nitrification concerns associated with aged water. Therefore, the Village has desire to perform process piping improvements at the booster pump station site to enhance the reliability of the station, improve operations and increase the total storage of water in the tank to suppress demands and potential fire flow instances. The Village intends to include this work as an additive alternate to the base bid that may be awarded, should the budget allow.

The following scope of services is provided for design, permitting and bid phase support of the proposed work.

SCOPE

Task 1 – Design

Consultant will attend a project kick-off meeting with the Village. Consultant will prepare notes from the kickoff meeting and distribute to the project team.

Since there are no record drawings in electronic format (Autocad), the Consultant will utilize existing record drawings in PDF format to generate drawings in AutoCad format. The digitized drawings will be used to design the modifications and improvements as described herein.

The Consultant will conduct up to three (3) site visits to collect dimensions, pipe sizes, equipment sizes, building details necessary to design the improvements to the facility.

The 2023 version of the Florida Building Code (FBC) has been adopted and was effective December 31, 2023. It is assumed that these improvements listed herein will be affected and need to be designed in accordance with the current code. Consultant will design the proposed electrical building.

Consultant will design mechanical and HVAC system for proposed electrical building.

Consultant will design yard piping improvements to the BPS1 site. Consultant will design process piping improvements to the BPS1 building and re-configure the tank fill and station discharge piping such that the station can operate as a true re-pump facility.

Consultant will size and design a new inlet control valve to replace the existing altitude valve on the inlet side of the tank. The design will address valve noise and vibration as part of the valve selection and sizing. New flow meters on the influent and effluent flow meters will be provided.

The existing High Service Pumps at the BPS1 site are anticipated to remain. Consultant will design process piping improvements to replace intake suction valves, discharge check valves and discharge isolation valves. Consultant will design piping improvements.

Consultant will prepare design details for upgrades to the existing pump room trench including concrete repairs, coatings and grating replacement.

Consultant will conduct one site visit to evaluate existing vegetation in order to prepare landscape architecture plan for the proposed site improvements including required mitigation.

Soft-digs & Locates: Consultant will coordinate and provide up to ten (10) subsurface investigations using soft-dig technique for anticipated underground conflicts. Work will include utility designating and survey to identify horizontal location of existing utilities within the proposed work area.

Survey: Consultant will prepare topographic survey for a portion of the BPS1 site that will be impacted by the proposed work. It is assumed all work will be constructed on VOW owned land. The survey scope for the plant sites consists of the following items:

- Obtain existing elevations
- Location of the existing above ground structures and equipment, and soft-dig locations at the site.

- Building slabs at all corners near the ground surface, edge of pavement, sidewalks, inlets, swales, manholes inverts of sewer and drainage pipes, valve boxes and top of valve nuts
- Ground elevations at a 20-foot grid and within 10 feet near structures and buildings.
- The vertical datum elevations will be referenced to NAVD 88 datum.
- Horizontal datum to be NAD 83/90

Geotechnical: Consultant will utilize the services of WIRX Engineering, to conduct geotechnical engineering evaluation for the planned work. The scope includes determining if the bearing capacity and other soil characteristics are suitable to construct the proposed structure. The following summarizes the proposed scope of work for conducting the subject exploration:

Location	Boring Quantity & Type	Depth
Electrical Building	1 - SPT	20 feet

The SPT borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The boring will be sampled at 18-inch to 24-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Water level observations will be made in the boreholes during the drilling operation.

Consultant will perform the following laboratory testing:

- Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., sieve analysis, Atterberg limits and organic contents).

Consultant will perform the following engineering analysis and reporting:

- Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and foundation support.
- Recommendations for the structures, together with all data developed during the exploration, will be presented in a written report upon conclusion of the exploration evaluation.

Architecture: Consultant will utilize the services of Colome and Associates to prepare the architectural details for the building including life safety plans.

Consultant will prepare construction plans for BPS1. It is estimated that approximately 60 - 65 drawings will be required. The construction drawings of the proposed improvements are estimated to consist of the following sheets:

- Cover Sheet
- General Notes and Abbreviations
- Existing Site Plan
- Clearing and Pollution Prevention Plan
- Paving Grading and Drainage
- Yard Piping Improvements Plan

- Yard Piping Improvement Section & Details
- Civil Details
- Village of Wellington Standard Utility Details (x2)
- Vegetation Disposition Plan
- Landscaping Plan
- Landscaping Specifications and Details
- Irrigation Plan
- Irrigation Specifications and Details
- Pump Station Building Demolition Plan and Details
- Pump Station Piping Improvements Plan
- Pump Station Piping Improvements Sections
- Pump Station Photo Details
- Electrical Building Mechanical Plan and Details
- Process and Mechanical Details
- Electrical Building General Structural Notes
- Electrical Building Floor Plan
- Electrical Building Roof Plan
- Electrical Building Sections (x2)
- Electrical Building Details
- Electrical Building Elevations
- Building Schedules and Details Electrical Building Details
- Architectural Sheets
- Electrical Plans (20 sheets)
- Instrumentation Plans (8 sheets)

Consultant will prepare an Opinion of Probable Construction Costs (OPCC) for the proposed improvements.

Consultant will prepare technical specifications for the proposed work.

Consultant will coordinate with manufacturers for equipment selection.

Consultant will prepare control narrative for the operation of the proposed station upon completion of the proposed improvements.

Consultant will utilize the services of Hiller's Electrical Engineering to provide professional services related to BPS1 Improvements electrical and instrumentation design.

Consultant will prepare a preliminary set of deliverables (~80% complete) consisting of design plans, specifications and OPCC. Consultant will attend one (1) review meeting for this initial set of deliverables. Consultant will incorporate Village staff review comments into design and submit deliverables to the Village as final.

Task 2 – Permitting Application Preparation and Submittal

Due to the addition of a permanent type standby generator and fuel tank, modifications to the potable piping, Consultant assumes a distribution system modification permit under Rule 62-699.310 (4) serving a community public water system is necessary, and will prepare and submit

a Florida Department of Environmental Protection permit application Form 62-555.900(1) for a modification to the existing distribution pumping system without any treatment.

Consultant will prepare a Preliminary Design Report (PDR) that outlines the proposed improvements to be included in the permit application submittal to the Palm Beach County Health Department (PBCHD).

Consultant will submit signed and sealed (S&S) plans, PDR, and "Application for a specific Permit to Construct PWS Components" to PBCHD. Consultant will prepare and respond to one (1) Request for Additional Information (RFI) correspondence from FDEP. The permit fee is assumed to be \$1,000 will be included under this scope and paid for by the Consultant.

Task 3 – Bid Phase Services

Consultant will assemble bid documents including front-end documents, drawings, bid form and technical specifications for bidding. Consultant will coordinate with Village staff for project front-end documentation development. The Village will advertise all bidding documents and addendums and pay all associated costs.

Consultant will attend a pre-bid meeting, respond to bidder questions and prepare addendum(s), if required, which will be distributed to all the contract document holders by Village's Purchasing Department. Consultant assumes up to three (3) addenda will be issued as part of this project.

Consultant will utilize Hillers Electrical Engineering (HEE) for professional services related to electrical engineering in supporting the bid process for this project. Refer to HEE proposal included herein.

Consultant will review the bids and bidder qualifications and provide a bid review which determines the lowest, most responsive and responsible bidder, and will provide a recommendation of award. Consultant will review bidder qualification package included in the bid package for completeness.

Consultant will update project design plan sheets and specifications in accordance with the responses to addendum questions presented during the bid phase. Consultant will assemble and issue "Conformed" plans and specifications in .pdf format.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Village, will be considered additional services to this Work Authorization and will be performed based on subsequent Work Authorizations approved prior to performance of the additional services. Additional services can include, but are not limited to the following:

- Site plan approval assistance
- Entitlement Assistance
- Hydraulic modeling
- Sanitary Sewer design improvements or permitting

SCHEDULE

Consultant will complete these tasks in a timely manner and mutually agreed upon schedule.

COMPENSATION

Kimley-Horn will perform the services described in the Scope of Services on a lump sum basis for \$298,681.

Accepted by:

Village of Wellington

Kimley-Horn and Associates, Inc.

Michael J. Napoleone, Mayor



Date: _____

Date: 4/6/2024

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	VOW BPS1										SHEET	1 of 1
CLIENT:	Wellington										FILE NO.	
ESTIMATOR:	Nick Black										DATE:	06/06/24
DESCRIPTION:	See Scope of Services										DIRECT LABOR (MAN-HOURS)	
	Principal	Senior PM	PM (PE)	Senior Prof.	Prof. (PE)	Engineer (EH)	Sr. Designer	Supp. Staff	Sr. Inspector	SUB	EXP	LINE
	JP/MM	JRL/CL	NB	AC	AG/CS	DC	SS	TC	JF			TOTAL
Task 1 - Design												
Project Kickoff Meeting & Minutes			2.0		3.0							\$775
Recreate Station Base Files			3.0		12.0	20.0						\$4,530
Site Visits (x3)			4.0		6.0	6.0						\$2,234
Electrical Building Structural Design		4.0	2.0		8.0	12.0						\$3,716
Electrical Building Mechanical Design/HVAC			4.0		10.0							\$2,130
Yard Piping Improvement Design			3.0		6.0	8.0						\$2,292
Control Valve Design			1.0		3.0	3.0						\$947
Process Piping Improvement Design			2.0		4.0	4.0						\$1,376
Pump Station Building Improvements			3.0		6.0	8.0						\$2,292
Landscaping Improvements			2.0		6.0	6.0						\$1,894
Soft Digs & Utility Locates										10850.0		\$10,850
Survey										4300.0		\$4,300
Geotech										5357.0		\$5,357
Architect										10000.0		\$10,000
Control Narrative			6.0		12.0							\$2,760
Technical Specifications			18.0		40.0	60.0						\$15,700
Plansheets (x35 KHA)												\$0
Cover					1.0	1.0						\$259
General Notes & Abbreviations			0.5		1.0	1.0						\$344
Existing Site Plan			1.0		2.0	4.0						\$916
Clearing and Pollution Prevention Plan			1.0		2.0	4.0						\$916
PG&D			3.0		6.0	12.0						\$2,748
Yard Piping Improvements Plan			3.0		6.0	12.0						\$2,748
Yard Piping Improvement Section & Details			3.0		6.0	12.0						\$2,748
Civil Details			1.0		2.0	4.0						\$916
VOW Standard Details			0.5		1.0	2.0						\$458
Vegetation Disposition Plan			2.0		4.0	8.0						\$1,832
Landscaping Plan			2.0		4.0	8.0						\$1,832
Landscaping Specs & Details			2.0		4.0	8.0						\$1,832
Irrigation Plan			2.0		4.0	8.0						\$1,832
Irrigation Specs & Details			2.0		4.0	8.0						\$1,832
PS Bldg Demo Plan & Details			2.0		4.0	8.0						\$1,832
PS Piping Improvements Plan			2.0		4.0	8.0						\$1,832
PS Piping Improvements Sections			2.0		4.0	8.0						\$1,832
PS Photo Details			3.0		6.0	12.0						\$2,748
Electrical Building Mechanical Plan & Details		3.0	4.0		8.0	16.0						\$4,300
Process & Mechanical Details			4.0		8.0	16.0						\$3,664
E Building General S Notes		2.0	2.0		4.0	8.0						\$2,256
E Bldg Floor Plan		2.0	2.0		4.0	8.0						\$2,256
E Bldg Roof Plan		2.0	2.0		4.0	8.0						\$2,256
E Bldg Sections (x2)		2.0	6.0		12.0	24.0						\$5,920
E Bldg Details		2.0	2.0		4.0	8.0						\$2,256
E Bldg Elevations		2.0	4.0		8.0	16.0						\$4,088
E Bldg Schedules and Details		2.0	3.0		6.0	12.0						\$3,172
E Bldg Details		2.0	3.0		6.0	12.0						\$3,172
P&ID					1.0	1.0						\$259
Generator & ATS P&ID			2.0		4.0	8.0						\$1,832
HSP P&ID			4.0		8.0	16.0						\$3,664
OPCC			10.0		20.0	30.0						\$8,020
Review Meeting			2.0		3.0	3.0						\$1,117
Finalize Deliverables			8.0		12.0	20.0						\$5,380
Electrical Services			3.0							112008.6		\$112,519
QA/QC	10.0											\$2,430
Task 2 - Permitting Application Preparation and Submittal												
Preliminary Design Report			8.0		16.0							\$3,680
Permit Application & Cover Letter			4.0		8.0		2.0		1000.0			\$3,006
Response to RAIs			3.0		6.0		2.0					\$1,546
QA/QC	2.0											\$486
Task 3 - Bid Phase Services												
Prebid Meeting			2.0	2.0								\$660
Responses to Addenda			4.0	8.0				2.0				\$2,126
Front End Contract Review			4.0	4.0				2.0				\$1,486
Bid Review & Recommendation			4.0	8.0								\$1,960
Conformed Documents			6.0	18.0								\$3,900
HEE Additional			2.0							6714.9		\$7,055
Architect			2.0							2093.0		\$2,433
QA/QC	4.0											\$972
												\$0
												\$0
	16	23	182	40	323	461	0	8	0	152524		
	\$243	\$212	\$170	\$160	\$145	\$114	\$124	\$83	\$124	1.00		
	\$3,888	\$4,876	\$30,940	\$6,400	\$46,835	\$52,554	\$0	\$664	\$0	\$152,524		\$298,681



April 18, 2024

Kimley-Horn
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Attention: Nick Black, P.E.
Phone: 716-969-5479
Email: nick.black@kimley-horn.com

**Subject: Proposal for Geotechnical Engineering Services
Wellington Booster Pump Station – Proposed Electrical Building
Wellington, Palm Beach County, Florida
WIRX Proposal No.: 24-P-041**

Dear Nick Black, P.E.,

WIRX Engineering, LLC (WIRX) is pleased to submit this proposal for the above-referenced project. We understand that it is proposed to design an approximately 15 ft by 40 ft electrical building to the south of the existing remote booster pump station building located at 2901 Osley Farms Rd, Wellington, FL 33414. The purpose of this work is to obtain general subsurface soil information so that recommendations can be provided for the geotechnical aspects of the project. This proposal presents our proposed scope of work and establishes our schedule and fee for performing the work.

SCOPE OF SERVICES

The proposed scope of work for the project consists of the following:

1. Coordinate access to the project site with the Village of Wellington.
2. Contact Sunshine 811 to request field location and clearance of underground utilities in the area of the test boring as per Florida Statutes. *See below for further details.*
3. Mobilize a truck-mounted drill rig and personnel.
4. Perform one (1) Standard Penetration Test (SPT) soil boring to a depth of 20 feet below the existing ground surface in accordance with ASTM D-1586. Following completion of the drilling and testing, the borehole will be backfilled with grout.
5. Visually classify the collected soil samples using the Unified Soil Classification System (USCS). Assign and perform a series of laboratory tests to ascertain soil index properties (moisture content, Atterberg Limits, organic content, grain size, and percent fines) for the soils encountered in the boring. All tests will be performed in accordance with the relevant American Society for Testing and Materials (ASTM) test methods.
6. Perform appropriate geotechnical engineering analyses and prepare a geotechnical engineering report providing the results of the SPT boring, the soil laboratory testing, site preparation recommendations, and foundation design recommendations.

Prior to the mobilization of the drilling equipment, WIRX will notify Sunshine State One-Call of Florida, Inc. (SSOCOF) of the planned exploration to allow affected utility companies the opportunity to mark the location of buried utility lines in the proposed exploration areas. The locating process will require a lead time of 3 to 5 business days. WIRX cannot take responsibility for damage to private underground lines or structures and/or underground services which do not subscribe to SSOCOF; their locations should be provided by the Client prior to commencement of the fieldwork. For further assurance, a private underground utility locator may be retained to scan the proposed test locations using ground penetrating radar technology.

Please note that the transit of our drilling equipment through the grass may produce some rutting, particularly if the ground is wet from recent rain or watering at the time of our exploration. We do not anticipate the rutting will tear the grass so it will likely be only temporary. In any case, the Client will be responsible for any restoration, if necessary.

SCHEDULE/DELIVERABLES

Weather conditions permitting, we will start the field exploration program within 4 weeks after receiving written authorization to proceed. We preliminarily estimate that our field work will have a duration of 1 day. Laboratory testing will require about 2 weeks to complete following completion of the field work. We expect to provide the final report signed and sealed by a registered professional engineer within 6 weeks; however, accelerations of this schedule may be facilitated, if needed.

COMPENSATION & TERMS

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a lump sum fee of **\$5,357.00**, as outlined in Attachment A - Fee Breakdown.

Please sign and return Attachment B - Proposal Acceptance form as an indication of your acceptance of our proposal terms and authorization to proceed with the work. Our work will be performed in accordance with the General Terms and Conditions included as part of this proposal as Attachment C.

CLOSURE

WIRX appreciates the opportunity to provide our services for this project, and trust that the scope of work and fee presented in this proposal are clear and understandable. Should the proposal contents require any clarification or amplification, please feel free to contact us.

Sincerely,
WIRX Engineering, LLC



Andrew Nixon, P.E.
AndrewNixon@wirxeng.com
Mobile: (561) 762-8918

Attachments: A – Fee Breakdown
B – Proposal Acceptance Form
C – General Terms and Conditions





Attachment A - Fee Breakdown

**Wellington Booster Pump Station – Proposed Electrical Building
Wellington, Palm Beach County, Florida
WIRX Proposal No.: 24-P-041**

	Qty	Unit	Unit Price	Total
1.0 FIELD EXPLORATION				
1.1 <u>Field & Utility Coordination</u>				
1.1.1 Project Engineer	6	Hour	\$ 135.00	\$ 810.00
1.2 <u>Equipment Mobilization</u>				
1.2.1 Equipment Mobilization	1	Each	\$ 500.00	\$ 500.00
1.3 <u>SPT Boring (1 to 20')</u>				
1.3.1 SPT Boring	20	Foot	\$ 20.00	\$ 400.00
1.3.2 Borehole Casing	20	Foot	\$ 8.00	\$ 160.00
1.3.3 Grout Seal Boreholes	20	Foot	\$ 7.00	\$ 140.00
			TOTAL FIELD WORK	\$ 2,010.00
 2.0 LABORATORY TESTING SERVICES				
2.1 PE Review & Lab Assignment	1	Hour	\$ 135.00	\$ 135.00
2.2 Moisture Content	2	Test	\$ 18.00	\$ 36.00
2.3 Fines Content	1	Test	\$ 58.00	\$ 58.00
2.4 Organic Content	1	Test	\$ 58.00	\$ 58.00
			TOTAL LABORATORY SERVICES	\$ 287.00
 3.0 PROFESSIONAL ENGINEERING AND REPORTING SERVICES				
3.1 Senior Engineer	4	Hour	\$ 155.00	\$ 620.00
3.2 Project Engineer	16	Hour	\$ 135.00	\$ 2,160.00
3.3 Draft/CADD Technician	4	Hour	\$ 70.00	\$ 280.00
			TOTAL PROFESSIONAL SERVICES	\$ 3,060.00
				<hr/> TOTAL AMOUNT <hr/>
				\$ 5,357.00



ATTACHMENT B - PROPOSAL ACCEPTANCE FORM

PROJECT INFORMATION:

Project Name _____ Wellington Booster Pump Station – Proposed Electrical Building _____
Project Location _____ Wellington, Palm Beach County, Florida _____
Proposal Number and Date _____ 24-P-041 / April 18, 2024 _____
Description of Services _____ Geotechnical Engineering _____
Estimated Fee _____ **\$5,357.00** _____

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims against WIRX Engineering, LLC.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the General Terms and Conditions of this Proposal, including the Terms on this page, are incorporated herein by reference.

Accepted this _____ day of _____, 2024.

Individual, Firm or Corporate Body Name _____

Authorized Contact Person _____ Title _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____ Email _____

(Signature of authorized representative)

ATTACHMENT C - GENERAL TERMS AND CONDITIONS

Parties And Scope Of Work – WIRX Engineering, LLC (hereinafter referred to as “WIRX”) shall include said company, its division, subsidiary, parent or affiliate performing the Work. “Work” means the specific services to be performed by WIRX as set forth in WIRX’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by WIRX. If the Client is ordering the Work on behalf of a third party, the Client represents and warrants that the Client is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event Client is not the authorized agent of said third party, Client shall be individually liable hereunder. Further, Client shall disclose any such agency relationship to WIRX in writing before the commencement of WIRX’s Work hereunder. Client agrees that WIRX’s professional duties are specifically limited to the Work as set forth in WIRX’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. WIRX’s Work is for the exclusive use of Client, and its properly disclosed principal. In no event shall WIRX have any duty or obligation to any third party. Directing WIRX to proceed with the Work shall constitute acceptance of the terms of WIRX’s proposal and these General Conditions.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for WIRX to make the planned borings, surveys, and/or explorations. WIRX will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against WIRX arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold WIRX harmless from any third party claim arising from damage to existing man-made objects.

Limitation of Liability - WIRX shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and WIRX is promptly notified in writing prior to one year after completion of such portion of the services, WIRX will re-perform such portion of the services, or if re-performance is impracticable, WIRX will refund the amount of compensation paid to WIRX for such portion of the services. In no event shall WIRX be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of WIRX whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by WIRX, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client’s acceptance hereof, increase the limit of WIRX’s liability by agreeing to pay WIRX an additional sum as agreed in writing prior to the commencement of WIRX’s services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. WIRX’s individual professionals, employees, and agents are third party beneficiaries to these General Conditions,

PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and WIRX, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, WIRX will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of WIRX’s report to Client free of storage charges. After the initial 30 days and upon written request, WIRX will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), WIRX will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples.

Indemnification – Client agrees to defend, indemnify and save harmless WIRX from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Legal Jurisdiction – The parties agree that any litigation shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of WIRX’s Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than the date of issuance of WIRX’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure - WIRX shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.



Revised – May 15, 2024

Mr. Nick Black, P.E.
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

Re: **Village of Wellington – Booster Station New MDF Building**
(Design / Construction Documents / CA Phases)
Wellington, Florida

Dear Mr. Black:

Our Firm – Colomé' & Associates, Inc. (Architect) – would like to thank you for the opportunity to provide Kimley-Horn, Engineering, Inc. with this proposal for professional services for the architectural professional services for the proposed 1-story MFD Building at the existing Village of Wellington Booster Station located at Ousley Farms Road in Wellington, Florida.

- The scope of work includes the following architectural professional services; attend initial meeting with Village of Wellington Building Department, review and assist Kimley-Horn, Inc., with requirements of the life safety prepared by others, architectural review of specifications prepared by others and assist the design team related to accessibility and architectural components of the project.

Fees

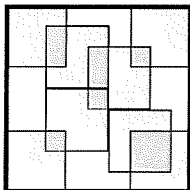
- Design Professionals Construction Document Phase - Fees for performing services as outlined above shall be based upon the time and materials not to exceed ten thousand (\$10,000.00) dollars based on the hourly rate as follows:

- Architect – See attached Exhibit A.

- Additional Services

- The following items are not included in this proposal, but are available as additional services:

The following items are not included as part of this professional services fee proposal: This proposal does not include the documentation or analysis of green or sustainable building components or measures incorporated into this design. If the documentation or analysis (including life cycle analysis) of this building is required to meet Florida Statutes 255.251-255.259, this service can be provided as an "Additional Services", LEED design services, 3D renderings, construction / permitting documents, geotechnical engineering, land surveying, civil engineering, structural engineering, M.E.P. engineering services, landscape architecture, construction administrative services, architectural design fee based on time and material, Fees related to project applications, registrations, and permitting, and re-design as a result of value engineering.



Colomé & Associates, Inc.

Florida Registration AA0003439

Architecture □ Planning □ Interiors

530 24th Street □ West Palm Beach, Florida 33407 □ Telephone: (561) 833-9147 □ Facsimile: (561) 833-9356 □ E-mail: colome@colome-arch.net



- Additional Services as requested by the Owner shall be on an Hourly Basis at the following rate:

- Architecture Principal \$169.04 / hour
- Senior Project Manager \$138.65 / hour
- Project Coordinator \$116.88 / hour
- Architectural Drafting \$85.96 / hour
- Administrative Assistant \$69.33 / hour
- Clerical \$43.68 / hour

- Acceptance

If you are agreement with the terms and provisions of this proposal, please sign and return one (1) copy for our records, as it will serve as an agreement between the two parties and as a notice to proceed.

G24. FS558.0035. –PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Sincerely,



Elizabeth A. G. Colome' – Architect

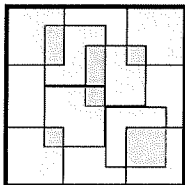
Accepted

Date

EXHIBIT A

Rate Sheet

PRINCIPAL / PROJECT ARCHITECT	\$169.04
SENIOR PROJECT MANAGER	\$138.65
PROJECT COORDINATOR	\$116.88
DRAFTSPERSON	\$ 85.96
ADMINISTRATIVE ASSISTANT	\$ 69.33
CLERICAL	\$ 43.68



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William B. Zentz & Associates, Inc.
Professional Surveying & Mapping
156 9th Avenue, Vero Beach, Florida 32962
Phone : (772) 567-7552

Proposal

April 18, 2024

Proposal #24-06

To : Kimley-Horn & Assoc.
1920 Wekiva Way, Suite 200
West Palm Beach, Fl 33411
Attn: Nick Black, P.E.

For : Survey & mapping services
Wellington Booster station
2901 Ousley Farms Rd.
Wellington
Palm Beach County, Fl

Scope of location & topographic work:

Record survey of booster well site property to collect topography, located fixed surface improvements, existing structures, fence lines, surface evidence of existing utilities and establish two site benchmarks on site for design and construction purposes.

Limits of survey location work to be as shown on attached map.

Provide CAD and ASCII point files and signed pdf.

Datum:

Vertical: NAVD 1988

Horizontal Florida HPGN, current adjustment

Associated fees:

Task 1 – lump sum fee\$4,500.00

Total this proposal\$4,500.00



April 18, 2024

Kimley-Horn
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Nick Black, PE
E: Nick.Black@kimley-horn.com
O: (561) 421-1979

Re: Wellington Booster Station 1 Project
Wellington, FL
Subsurface Utility Engineering Services

Dear Mr. Black:

We have prepared this proposal to perform subsurface utility engineering services including utility designating and air vacuum excavation test holes for the above referenced project. We have received the following files by email dated April 17, 2024 attached identifying the project locations:



Figure 1

Our scope of work shall be performed in accordance with the Procedures, Exclusions and Assumptions identified below and will include the following:

1. **Utility Designating and Survey** – Utility designating and survey will be performed to provide horizontal locations of utilities within the project limits. The project limits include the area outlined in white in Figure 1.
2. **Air Vacuum Excavation Test Holes and Survey** – Air vacuum excavation test holes will be performed

at the proposed test hole locations. This proposal includes 10 test holes.

Utility Designating and Survey

1. **Electronic Sweep/Targeting** – An electronic sweep of the project site will be conducted. This sweep will verify the location of utilities that were identified during record review and to search for utilities that were not identified during records review. The electronic sweep will be conducted utilizing active and passive type utility detection equipment that detects induced or naturally occurring energy fields present on conductive utilities. Utilities identified will be marked on the ground surface for survey using InfraMap paint and symbols standards.
2. **Field Drawings/Notes** – Designators will draft field sheets that show the location, trend and configuration of utilities detected. Field sheets will be prepared to differentiate utility systems and will show underground utility surface features and lines. Utilities will be annotated with size and project specific field notes will be shown.
3. **Survey**– A survey crew will survey utility line targeting and utility surface features. Survey of designated utilities will be performed by utilizing applicable State Plane Coordinate System or client provided established survey control.
4. **CAD** – The survey data will be processed into an existing utility file in AutoCAD format in accordance with applicable CAD standards.
5. **Quality Assurance / Quality Control Review** – The existing utility file will be compared to record drawings, field sketches and notes. The intent of this task is to ensure existing utilities are depicted thoroughly and accurately.
6. **Deliverables** – Deliverables will include an existing utility file in AutoCAD (dwg) format.

Air Vacuum Excavation Test Holes

During utility locating by air / vacuum test holes InfraMap will complete the following tasks:

1. **Agency Coordination** – InfraMap will comply with laws and regulations concerning excavation by coordinating with utility inspectors, property owners, "ONE CALL" and others as required.
2. **Anticipated Permits** – InfraMap will prepare and coordinate throughout the permitting process and will bill the associated fees as a direct expense.
3. **Test hole conflict identification and field locate** –If InfraMap has not performed the utility designating prior to the test hole task, and we identify a discrepancy between existing utility location on client provided plans and what is in the field, we will notify the Client prior to any test hole work. We will make recommendations if utilities are not where the records maps indicate, or a utility is discovered that is not shown on any records and is not detectable during the electronic sweep. InfraMap will contact the client and discuss strategies to address the unpredictable field conditions. InfraMap will work with the client in the identification of additional test holes or removal of test holes from future scope of work.
4. **MOT** – Maintenance and Protection of Traffic in local jurisdiction will be provided in accordance with the *Florida Department of Transportation (FDOT) FY 2023-24 Standard Plans*, latest edition or other applicable requirements.
5. **Test hole** – InfraMap will perform the following for the test hole task:

- a. Excavate a test hole using air/ vacuum excavation. Provide all precautions necessary to perform the work safely and to cause no damage to the utility. The test hole will be of the minimum size required to expose the utility and record the following information:
 - Depth below grade (cover).
 - Utility material, shape, and overall condition.
 - Approximate diameter of pipes, cables, conduits, and the configuration of multiple conduit systems.
 - The general directional trend of the utility.
 - Thickness, type, and condition of paving material.
 - General soil conditions.
 - b. Install a survey marker (PK or hub and tack) directly over the centerline of pipes or edge of concrete structures or conduit banks at grade. Ribbon of appropriate APWA / ULCC color will be installed in the backfill from utility to grade. Indicate on the test hole form the placement of the marker relative to the utility cross section. Record the location of the marker with a minimum of three swing tie measurements to convenient existing permanent structures on site.
 - c. Backfill test hole with excavated material in 6-inch lifts by air pneumatic tamping. Restore test hole area to the original condition. Repair and restore all pavement cuts to ensure a long-lasting repair utilizing asphalt cold patch.
6. **Survey** – Survey of test hole locations to provide northing, easting and elevations of pin or hub associated with each test hole. Survey will be performed by utilizing applicable State Plane Coordinate System or client provided established survey control.
 7. **CAD** – The survey data will be processed into a test hole utility file in AutoCAD (dwg) format with symbols depicting horizontal locations of test holes.
 8. **Quality Assurance / Quality Control review** – QA/QC review of the test hole reports will be completed to compare the findings of the test hole to the available utility information. InfraMap will evaluate and resolve any discrepancies.
 9. **Deliverables** – Deliverables will include a test hole inventory summary table, individual test hole reports, and updated existing utility file in AutoCAD (dwg) format.

Exclusions and Assumptions:

1. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the target facility as marked on the ground surface. The accuracy of targeting is subject to certain factors beyond our control such as limitations of available technology and field conditions that may include, but are not limited to depth of utility, electrical conductivity of utility, site conditions and access.
2. Our electronic equipment cannot locate non-conductive pipe systems and or fiber optic line without tracer wire.
3. Concrete Pavement with reinforcement, as well as guide rails and chain link fence, could interfere with our electronic equipment at times to locate utilities.
4. Overhead utilities, irrigation systems, septic drain fields, residential/commercial services, and confined space entry are not included in this scope of work. In addition, gravity structure investigations including storm water and sanitary sewer are not included.

5. At this time, geotechnical borings or subgrade information have not been provided. Large stones, shale, coral, construction debris, or other subsurface conditions including a high groundwater table may limit the ability of our equipment to excavate to the utility and or make it very difficult to visually verify the utility condition and material.
6. In order to provide a cost-effective service that causes minimal disturbance to site amenities and utilities, and is acceptable to permitting agencies, the size of the Test Hole excavation is kept to a minimum. The diameter of most pipes greater than 24" cannot be recovered directly from one test hole and it may be necessary to perform additional holes.
7. This proposal assumes test holes will be repaired consistent with the cold patch specifications above. Depending upon test holes locations and/or local, county and state permit requirements, permanent asphalt patch repairs either using hot mix asphalt, asphalt infrared services or cement subbase, are out of the scope of these services. If required, an out-of-scope proposal or supplemental agreement will be prepared before proceeding further.
8. If a single test hole location is selected at a point where two or more utilities intersect (or trend close together), a single test hole may not be feasible to obtain information for all requested utilities. The utility of higher elevation may be of sufficient size as to prohibit further excavation in the existing test hole. To reach the utility of lower elevation in this instance a separate (additional) test hole will be required.
9. Encased systems and non-encased conduit banks are typically exposed on one edge. This allows the test hole to be excavated down the side of the utility until a discernable bottom edge can be evaluated. Although it is usually possible to determine the bottom edge of these systems, it is not possible to determine conditions under these or other utility systems, such as concrete over pour and other utilities. It is important for the designer to remember that the bottom edge of an encased system or unencased conduit bank may not represent its lowest point, and that the shape of the system may not be the same on both sides. The width of these systems may not be determined from a single test hole. Encased systems and unencased conduit banks may require two test holes to document the width (and both of the sides top and bottom elevations).
10. Recoverable and accurate survey control, which can be accessed during mobilization, will be provided by the client. In the event the survey control is not located near the proposed utility investigation, we anticipate utilizing NRTK GPS. Note, the use of NRTK GPS may affect horizontal and vertical accuracies. If NRTK GPS cannot be utilized due to significant tree cover or satellite loss, a survey traverse will be required. This proposal does not include services to perform a survey traverse to transfer control to the work site. If required, same will be included on a time and materials basis if it cannot be absorbed into the existing budget.
11. This service will be provided with due diligence and in a manner consistent with standards of the subsurface utility mapping industry. Every reasonable effort will be made to locate all systems of interest whether indicated on records available to us or not. However, we do not guarantee that all existing utility systems can or will be detected. It may not be possible to detect utilities that we do not have prior knowledge of, such as systems that are not depicted on records available to us. Further, this service is not intended to detect non-utility structures such as but not limited to foundations, buried tanks, septic systems, wells, tunnels, concrete or metal structures, or the true size and limits of subsurface utility vaults and manholes.

FEE SCHEDULE

UTILITY DESIGNATING SERVICES

<u>Resource</u>	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Lump Sum	\$ 3,350.00	1	\$ 3,350.00
TOTAL FEE ESTIMATE			\$ 3,350.00

UTILITY TEST HOLE SERVICES

<u>Resource</u>	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Lump Sum	\$ 7,500.00	1	\$ 7,500.00
TOTAL FEE ESTIMATE			\$ 7,500.00

Our total estimated cost for this project is **\$10,850.00**. Our cost is in accordance with the scope of services, exclusions, and assumptions as indicated above and includes mobilization, mileage, performing the field services, office coordination and oversight, QA/QC, and final deliverables. If you have any questions or concerns regarding this proposal, please do not hesitate to call Lee Reumann at (561)818-8770 or email lrumann@inframap.net.

Regards,



Lee Reumann
Survey Manager



HILLERS ELECTRICAL ENGINEERING, INC.

May 7, 2024

Mr. Nick Black, PE
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Subject: Village of Wellington Utilities– Booster Pump Station No. 1 Improvements Design and Permitting Phase Services

Dear Nick:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide Kimley-Horn and Associates, Inc. (KHA) this proposal for electrical, instrumentation, control, and telemetry engineering design services for the above referenced project. The Village of Wellington Utilities (Village) has identified upgrades to the existing Booster Pump Station No.1 located at 2901 Ousley Farms Road in the Village including replacement of the existing normal and emergency power distribution system, replacement of the existing station control system, and modifications to the process piping to enhance operations. The Village has determined that a separate, stand alone electrical building will be constructed for the electrical power distribution equipment, pump control equipment and process controller; an emergency diesel generator in a hurricane rated, weather protective, walk in outdoor enclosure with subbase tank will be constructed adjacent to the existing pump station and the existing electrical power distribution, emergency diesel generator, and station control equipment in the existing pump station will be demolished. The Village desires to rehabilitate the existing pump station building with new interior and exterior lighting, convenience power, provisions for video surveillance and access control systems, connections for a portable generator, connection to the Village microwave radio-based telemetry system for off-site monitoring and control and integration of the new station control system with the existing water treatment plant SCADA system. Coordination for a new power utility service to the new electrical building is required.

Our scope of work consists of the following:

Task 1 – Design

- A. HEE will perform the normal and emergency electrical power distribution system design; process instrumentation and control design; and radio telemetry and SCADA interface design. HEE will prepare construction drawings and specifications to depict the design elements. HEE will attend the project kick-off meeting with KHA and Village and perform up to three (3) site visits during the design phase to observe existing conditions and gather data.
- B. Design deliverables will be at the draft and final design stages; HEE will submit to KHA plans, specifications, and opinion of probable construction cost (OPCC) associated with each design interval. HEE will attend one (1) review meeting with KHA and the Village for the draft design deliverable to discuss and receive comments. HEE will incorporate Village review comments in the final design deliverable. HEE anticipates no design review meeting will be held with KHA and Village after the final design submittal.

Task 2 – Permitting

- A. HEE anticipates that KHA will prepare and submit all permitting applications as appropriate. HEE anticipates no involvement with this task and no level of effort is included in this proposal for the work of this task.

Task 3 – Bid Phase Services

- A. HEE will attend the pre-bid conference.
- B. HEE will assist KHA in responding to any technical questions related to the electrical, instrumentation, control, and telemetry design presented in the bid documents.
- C. HEE will prepare up to three (3) addenda related to electrical, instrumentation, control and telemetry design technical questions or clarifications.
- C. HEE will assist KHA review bids for electrical systems and provide input to a recommendation of award. Actual recommendation of award letter will be prepared by Hazen.
- D. HEE will assist KHA in preparing Conformed Drawings for the electrical design based on addenda issued.

Assumptions:

- 1. HEE anticipates the following design drawings:
 - a. Electrical
 - 1. Electrical Legend, Symbols – 1 Sheet
 - 2. Electrical Specifications and General Notes – 1 Sheet
 - 3. Electrical Site Plan- Demolition– 1 Sheet
 - 4. Electrical Site Plan – Modified- 1 Sheet
 - 5. Photometric Site Plan – 1 Sheet
 - 6. Existing Pump Station Electrical Plan Demolition – 1 Sheet
 - 7. Existing Pump Station Electrical Plan Modified – 1 Sheet
 - 8. New Electrical Building Electrical Power & Lighting Plan – 1 Sheet
 - 9. New Electrical Building Grounding Plan - 1 Sheet
 - 10. New Electrical Building Security Plan – 1 Sheet
 - 11. Existing One Line Diagram Demolition – 1 Sheet
 - 12. New One Line Diagram – 1 Sheet
 - 13. Schematic Diagrams – 1 Sheet
 - 14. Riser Diagrams – 2 Sheets
 - 15. Schedules – 2 Sheets
 - 16. Electrical Details – 3 Sheets
 - b. Instrumentation, Control, Telemetry and SCADA
 - 1. Legend and Symbols -1 Sheet
 - 2. Control System Block Diagram – 1 Sheet
 - 3. Existing Pump Station P&ID – 2 Sheets
 - 4. Emergency Generator/Miscellaneous P&ID -1 Sheet
 - 5. Details – 3 Sheets

Page 2

Mr. Nick Black, PE

Subject: Village of Wellington Utilities-Booster Pump Station No.1 Improvements Design and Procurement Phase Services

2. KHA will provide all background (base) AutoCAD files to HEE for use in creating the design drawings.
3. Civil, structural, architectural, HVAC, mechanical and process design are by others.
4. Project does not include short circuit, device coordination or Arc Flash Study; this will be specified to be provided by the installing contractor.
5. No construction phase services are included in this proposal.
6. KHA will record and issue all meeting minutes.
7. No fire alarm system design is included in this proposal.

Our proposed lump-sum engineering services fees are:

\$118,723.49

HEE wishes to thank Kimley-Horn and Associates, Inc. for the opportunity to assist with this project. Please do not hesitate to call me if you have any questions regarding this proposal or any other related matter.

Sincerely,



Mark E. Luther, PE

MEL/mel

Attachment

Village of Wellington Utilities Booster Pump Station No.1 Improvements
 Kimley-Horn & Associates
 HILLERS ELECTRICAL ENGINEERING, INC.
 Scope Fee Breakdown -Design and Bidding Services
 Date: 5/7/2024

PHASE OF WORK	Rate	\$229.65	\$187.52	\$167.58	\$155.17	\$112.50	\$101.25	\$149.31	\$78.00	Secretarial Hours	Total Task Hours	Expenses Cost	SUBTOTAL Cost	TASK TOTAL Cost
		Contract Manager/ Principal Hours	Project Manager Hours	Professional Engineer Hours	Lead Engineer Hours	Designer Hours	CADD/ Technician Hours	Construction Coordinator Hours						
Design Phase														
Task 1: Design														
Preliminary Design		35	140	95			165			4	435		\$67,228.90	
Preliminary Design Review Meeting			3	3							6		\$1,065.30	
Final Design		16	86	78			104			4	284		\$43,714.36	
Task 3: Bidding Phase Services														
Attend Pre-Bid Meeting			2								2		\$375.04	
Prepare Addenda (up to 3)		1	6	7			11			2	25		\$3,797.58	
Prepare Conformed Documents			4	6			7			1	17		\$2,542.31	
Lump Sum Totals		52	241	189			287			11	725		\$112,008.56	
Cost by Labor Rate		\$11,941.80	\$45,192.32	\$31,672.62			\$29,058.75			\$858.00				\$118,723.49