

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	July 11, 2017	Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
		Public Hearing <input type="checkbox"/>	
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

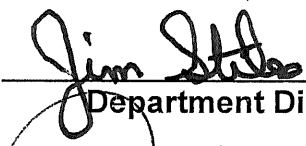
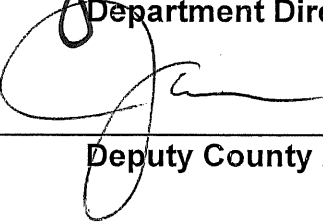
Motion and Title: Staff recommends motion to approve: Contract for Consulting/Professional Services Water Treatment and Water Resources Engineering Services (Contract) with Kimley-Horn and Associates, Inc. for a term of three (3) years.

Summary: This Continuing Contract will be used by the Water Utilities Department (WUD) to obtain engineering/professional services for water treatment and water resources projects. The selected engineering firm was procured under the provisions of Florida Statutes, Section 287.055 (Consultant Competitive Negotiation Act). Assignment of tasks to the engineering firm will be at the sole discretion of the County, and the County may choose to select another firm or use in-house staff to perform any task. Consultant Service Authorizations (CSA) will be negotiated and issued against this contract on a task basis at the sole discretion of the County. Task scope and fee negotiation will be performed on a task by task basis. The Contract has a term of three (3) years, subject to annual performance review. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15% overall. The Contract provides for SBE participation of 28% and M/WBE participation of 7%. Kimley-Horn and Associates, Inc. is a Palm Beach County Company. (WUD Project No. 17-007) Countywide (MJ)

Background and Justification: The ongoing operation, maintenance and administration of the Water Utilities Department require consulting engineering services to supplement staff availability and expertise.

Attachments:

- 1. Three (3) Original Contracts

Recommended By:		6-9-17
	Department Director	Date
Approved By:		6/22/17
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Agency 721 Org. Various Object Various

Is Item Included in Current Budget? Yes **X** No

Reporting Category **N/A**

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

This Contract does not encumber any funds. Consultant Service Authorizations will be issued under on a task by task basis.

C. Department Fiscal Review: _____

III. REVIEW COMMENTS

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

OFMB 216/15 01/19/17

Dr. J. Jacobs 6/20/17
Contract Development and Control

B. Legal Sufficiency

 6/21/17
Assistant County Attorney

C. Other Department Review:

Department Director

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

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
WATER TREATMENT AND WATER RESOURCES ENGINEERING SERVICES
PROJECT No. WUD 17-007**

This Contract is made as of the _____ day of _____, 20____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Kimley-Horn and Associates, Inc., authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 56-0885615.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional consultation/General Utility, Architectural and Value Engineering services required for County User Departments on an as needed basis. Services shall be requested through individual Consultant Services Authorizations, an example of which is attached hereto and incorporated herein as Exhibit "A". The services shall be provided in accordance with each Consultant Services Authorization and in accordance with the Proposal submitted by CONSULTANT in response to the Request for Proposal for **WATER TREATMENT AND WATER RESOURCES ENGINEERING SERVICES, PROJECT No. WUD 17-007**. A copy of said Proposal is on file with the Palm Beach County Water Utilities Department, 8100 Forest Hill Blvd., West Palm Beach, FL 33413, and is incorporated by reference herein as Exhibit "B".

The COUNTY'S representative/liaison during the performance of this Contract shall be *Hassan Hadjimiry, P.E.*, telephone no. *561-493-6000*.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be *Mark D. Miller, P.E.*, telephone no. *561-548-0665*

CONSULTANT shall provide professional engineering services for COUNTY in all phases of each project to which this Contract applies as hereinafter provided. These services will include serving as COUNTY'S professional engineering representative for the project(s), providing professional engineering consultation and advice and furnishing required civil, structural, mechanical and electrical Engineering services and required architectural services incidental thereto.

During the term of this Contract, the COUNTY may require professional services that are the same or similar to those described in this Contract. The COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants' Competitive Negotiation Act. If the COUNTY so elects, it is mutually understood that the relationship between the CONSULTANT and the COUNTY under this Contract shall be considered as neither barring the CONSULTANT from, nor granting special consideration to the CONSULTANT, in participating in the selection process for a consultant to provide such additional services.

ARTICLE 2 - SCHEDULE

This Contract for the above described services will commence upon the date of Board approval and shall remain in effect for a period of three (3) years from that date. The period of service shall continue until completion of all outstanding Consultant Services Authorizations issued within the period of this

contract, unless otherwise terminated as provided herein.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The COUNTY will pay the CONSULTANT an hourly not-to-exceed fee, and/or a lump sum fee, as may be required for each Consultant Services Authorization. The COUNTY must authorize each Consultant Services Authorization in writing prior to commencement of the work. The execution of this Contract by the parties does not guarantee any minimum level of work or that any Consultant Services Authorization will be issued by the COUNTY to the CONSULTANT under this Contract.

B. The COUNTY agrees to pay the CONSULTANT compensation for services rendered based upon the established actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor of 3.0. The labor rates, overhead and profit factors may be subject to audit. Hourly raw labor rates shall not include any employer paid fringe benefits such as social security contributions, unemployment excise and payroll taxes, workers compensation etc. The scheduled range of hourly raw labor rates by labor category as set forth in Exhibit C is attached hereto and made a part hereof.

The total amount to be paid by the COUNTY under each Consultant Services Authorization for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph D below) shall not exceed the amount approved in each Consultant Service Authorization. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT may invoice the COUNTY on a monthly basis for services rendered toward the completion of the Scope of Work. Invoices for partially completed items shall not exceed the estimated percentage of completion as of the invoice date. Partial payments for lump sum fees shall include description of work completed within the payment invoice period and the percentage completion of each sub-task as described in the Consultant Services Authorization.

C. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract and the applicable Consultant Services Authorization. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

D. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed that approved in each Consultant Services Authorization, and in accordance with the list of the types and amounts of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract and applicable Consultant Services Authorization shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Consultant Services Authorization. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract and applicable Consultant Services Authorization will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

E. Final Invoice: In order for both parties herein to close their books and records, the

CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last invoice to the COUNTY for each Consultant Services Authorization. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

Said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "B", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT certifies that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. **In accordance with the SBE and M/WBE subcontractors provided in the Proposal, the CONSULTANT agrees to a minimum 28% SBE participation and 7% M/WBE participation.**

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and the Proposal, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm and M/WBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE or M/WBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE or M/WBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE and M/WBE firms.

The CONSULTANT will only be permitted to replace a certified SBE or M/WBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE or M/WBE in order to maintain the SBE and M/WBE percentages established in this Contract. Requests for substitutions of SBEs or M/WBEs must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation

anticipated, for each Consultant Services Authorization.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$3,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
Water Utilities Department
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Email: pbcc@instracking.com
Fax: (562) 435-2999

- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits

required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed

for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the

COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

The CONSULTANT shall be allowed to retain a copy of its work for its record purposes.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with

contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work for each Consultant Services Authorization, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the

COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Consultant Services Authorization affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

Consultant Services Authorizations may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed through the date of termination, together with reimbursable expenses (if applicable) then due.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Water Utilities Department
c/o Hassan Hadjimiry
8100 Forest Hill Blvd
West Palm Beach, FL 33413

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Kimley-Horn and Associates, Inc.
c/o Mark D. Miller, P.E.
1920 Wekiva Way, Ste. 200
West Palm Beach, FL 33411

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and the CONSULTANT agree that this Contract, and any Consultant Services Authorization issued hereunder, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and therein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work, or as set forth in a Consultant Services Authorization.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 – STANDARD OF CARE

CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of a superior level of skill, knowledge, experience and expertise as compared to that of other professionals in CONSULTANT'S area of practice. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this Contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill and ability as other professionals possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT's best skill, efforts and judgment in furthering the interests of the COUNTY.

CONSULTANT agrees to perform each assignment in the best, most efficient and economical manner consistent with the COUNTY'S interests.

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Accessibility provisions of the Americans with Disabilities Act (ADA) shall be complied with and incorporated into the project.

Remainder of page intentionally left blank.

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
WATER TREATMENT AND WATER RESOURCES ENGINEERING SERVICES
PROJECT No. WUD 17-007**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

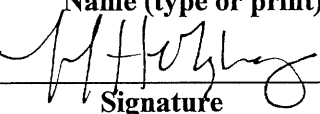
By: _____
Deputy Clerk

By: _____
Paulette Burdick , Mayor

WITNESS:


Signature

MARK D. MILLER
Name (type or print)




Signature

TORAL HERTZBERG
Name (type or print)

CONSULTANT:

Kimley-Horn and Associates, Inc.
Company Name



Signature

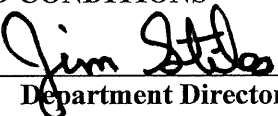
Kevin Schanen, P.E.
Typed Name

Vice President
Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By _____
County Attorney

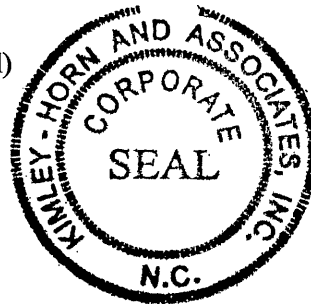
**APPROVED AS TO TERMS
AND CONDITIONS**

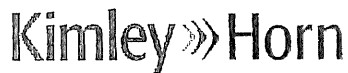
By 

Department Director



(corp. seal)





Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2016 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (A copy of the employee lists as presented is enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: April 24, 2017

A handwritten signature in cursive script, appearing to read "R. N. Cook", written over a horizontal line.

Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
(December 15, 2016)

ATLANTIC

NEW YORK

Nejad, Anush A.

NORTHERN VIRGINIA

Carter, Erica V.
Chavers, James T.
Elman, Paul D.
Lefton, Steven E.
Martin, Robert J.
Murphy, Terence T.
Sauro, Thomas J.
Whyte, Richard D.
Yarnal, Brian D.

RICHMOND

Brewer, Brian J.
Lickliter, Ashley C.
White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
Mackey, William F.
Marscheider, Edward A.
Nash, William A.
Royal, Jack R.
Tewksbury, Carl F.

CALIFORNIA

LOS ANGELES DT

Blume, Robert D.
Kerry, Nicole M.
Phaneuf, Alyssa S.

LOS ANGELES SFV

Fares, Jean B.

OAKLAND

Dankberg, Adam J.
Durrenberger, Randal R.

ORANGE

Adrian, Darren J.
Ciandella, Serine A.
Fares, George B.
Hourigan, E. Vincent
Matson, Jason B.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON

Mowery, Michael C.
Sowers, Brian E.

SACRAMENTO

Coppin, Thomas G.
Melvin, Enda
Squires, Christopher A.
Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
Meyerhofer, Peter N
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE

Hedayat, Leyla
Venter Frederik J.

FLORIDA

BOCA-DELRAY

Schwartz, Michael F.
Webber, Jason A.

FORT LAUDERDALE

Alam, Mudassar M.
Capelli, Jill A.
Kyle, Gregory S.
Ratay, Gary R.
Saxena, K.K.

JACKSONVILLE

Mecca, Joseph P.
Roland, George E.

LAKELAND

Bulloch, Kelly B.
Wilson, Mark E.

MIAMI

Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.

OCALA

Bryant, M. Lewis
Busche, Richard V.

ORLANDO

Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.

SARASOTA

Nadeau, Gary J.
Schmid, Seth E.
Stovall, Thomas M.

TALLAHASSEE

Barr, Richard R.
Sewell, Jon S.

TAMPA

Campbell, David C.
Gilner, Scott W.
White, Wayne E.

VERO BEACH

Cave, Derrick B.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.

WEST PALM BEACH

Atz, John C.
Barnes, R. Russell
Cherry, Paul L.
Jackson, Kenneth W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Sumislaski, James M.
Walthall, David W.

MID-WEST

CHICAGO

DOWNTOWN

Dvorak, Jr., William E.
Morton, Jr., Arthur J.

CHICAGO

SUBURBAN

Antony, Dean M.
Heinen, Andrew N.

TWIN CITIES

Bishop, Mark C.
Coyle, Daniel J.
Danielson, Paul B.
Horn, Jon B.
Leverett, Christopher C.
Matzek, William D.
Smalkoski, Brian R.

MOUNTAIN

DENVER

Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin

LAS VEGAS

Ackeret, Kenneth W.
Colety, Michael D.

MESA

Margetts, Sterling T.
Marin, Laura S.
Walnum, Nathan C.

PHOENIX

Conrad, John R.
Hermann, Michael J.
Kissinger, John C.
Leistiko, David J.
Mutti, Brent H.
Noon, Lisa K.
Omais, Ahmad A.
Perillo, Adam C.
Pretorius, Petrus S.
Purtle, Vicki L.
Schiller, Michael G.

TUCSON

Crowther, Brent C.

SOUTHEAST

ALPHARETTA

Fanney, Lawson H.
Hamilton, James R.

ATLANTA

Rushing, Michael L.
Walker, John D.
Wilson, Deborah L.

ATLANTA MIDTOWN

Fink, Kenneth L.
Meador, Emily H.
Montanye, Emmeline F.
Ross, Robert A.
Stricklin, David L.
Webb, Floyd C.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Hume, Robert M.
Wilhelm, William R.

MEMPHIS

Collins, James F.
Danley, Drake E.

NASHVILLE

Dufour, Zachary J.
Rhodes, Christopher D.

RALEIGH

Adams, Richard C.
Barber, Barry L.
Burchett, Thomas F.
Byrd, Michael N.
Cook, Richard N.
Deans, Neil T.
Dunzo, Mark W.
Flanagan, Tammy L.
McEntee, David L.
Nuckols, Charles A.
Penny, H. Dean
Rohrbaugh, Richard R.
Venters, Samantha
Voisin, William J.
Wilson, Jon E.
Wilson, Mark S.

TEXAS

AUSTIN

Boecker, Brian C.
Van Leeuwen, Andrew

DALLAS

Hall, James R.
Henigsman, Dean A.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Swindler, Roderick P.
Wilshire, Roy L.
FORT WORTH
Arnold, Scott R.
Gary, Glenn A.
James, Jeffery

FRISCO

Brignon, Brit A.
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.
Guillory, Michael B.

LAS COLINAS

Tribble, Guy B.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 15, 2016

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

ATLANTIC

BALTIMORE

Falk, Katherine W.
Kraft, Jonathan H.

NEW YORK

Gibson, Adam T.
Van Hise, Kevin

NORTHERN VIRGINIA

Giffin, Geoffrey D.
Harris, Michael J.
Kauppila, John L.
Papazian, Edward Y.
Stevens, Ross S.

RICHMOND

Ellington, David B.
Harmon, Amanda R.
Musarra, Salvatore J.

VIRGINIA BEACH

Brich, Stephen C.
Collins, Carroll E.
France, William D.
Jucksch, Rebecca R.
Mertig, Karl E.
Miller, Edward W.

CALIFORNIA

LOS ANGELES DT

Chakravarthy, Srikanth
Choi, Michael

LOS ANGELES SFV

Wakenhut, Jonathan R.

OAKLAND

Akwabi, Kwasi
Dean, Felicia C.

ORANGE

Holst, Tyler J.
Melchor, Jason J.
Regueiro, Eric

PLEASANTON

Pulliam, John E.
Tsoi, Kevin K.

SACRAMENTO

Klein, Paul A.
Pittalwala, Fareed S.

SAN DIEGO

Duenas, Ross P.
Espelet, Leonardo E.
McCormick, Matthew
Sorenson, David K.
Washkowiak, Michael S.

SAN JOSE

Worthington-Forbes, Laura

FLORIDA

BOCA-DELRAY

Spruce, Michael D.

FORT LAUDERDALE

Falce, Christopher T.
McWilliams, John J.
Robertson, Stewart E.

FORT MYERS

Van Buskirk, Peter T.

JACKSONVILLE

Brenny, Martin T.
Schilling, William J.

LAKELAND

Lewis, Jason A.

ORLANDO

Burkett, Leon F.
Tate, Jr., S. Cliff

SARASOTA

Waddill, William D.

SARASOTA

Conerly, William E.

TALLAHASSEE

Wetherell, Ryan S.

TAMPA

Hatton, Christopher C.
Lee, Nathan Q.

VERO BEACH

Husainy, Kinan F.
Kiefer, Michael E.
Van Rens, Peter J.

WEST PALM BEACH

Fairchild, Angelina
Heggen, Christopher W
Potts, John E.

MIDWEST

CHICAGO DOWNTOWN

Lemmon, Peter
Marnell, Colleen L.

CHICAGO SUBURBAN

Muller, Justin M.
Rahman, M. Anees
Sjogren, Timothy

INDIANAPOLIS

Butz, Jr., William A.

TWIN CITIES

Henderson, Benjamin J.
Lincoln, Thomas J.
Pertzsch, Jerry D.
Sieh, Patricia D.
Witzig, Jeanne M.

MOUNTAIN

DENVER

Steder, Matthew C.
Turner, Meaghan M.
Valentine, Brian W.

LAS VEGAS

Belsick, Jody
Moles, Richard A.

MESA

Grandy, Michael L.

PHOENIX

Burgess, Lisa M.
Burns, Leslie D.
Delmarter, Michael L.
Haney, Stephen E.

RENO

O'Brien, Molly M.

SALT LAKE CITY

Johnson, Zachary A.

TUCSON

Solis, Richard P.

SOUTHEAST

ALPHARETTA

Fanney, Angela L.
West, Brian B.

ATLANTA

Newton, Gary T.

ATLANTA MIDTOWN

Johnston, Sean P.
Nix, Christopher J.
Strychalski, Raymond P.

CHARLOTTE

Hampton, Eric C.
Taylor, Benjamin S.
Watts, Austin L.

COLUMBIA

Guy, Jonathan R.
Iser, Christopher M.

DURHAM DOWNTOWN

Beck, Chadwick W.
Lewellyn, Earl R.

MEMPHIS

Monroe, Kenneth W.

NASHVILLE

Coode, David A.
McMaster, Ryan

RALEIGH

Bostic, Christopher O.
Cochran, Adam P.
Hachem, Stephanie L.
Howell, Cory J.
Moore, Jeffrey W.
Reed, Elizabeth A.
Robinson, Larry D.
Sutter, Karl V.

TEXAS

AUSTIN

Parker, Brian J.

BRYAN/COLLEGE STATION

Harris, Joseph C.

DALLAS

Galloway, Steven D.
Gaskey, Kevin S.
Harris, Mark E.
Hart, Patrick B
Kacir, Kent C.
Lucas, Matthew A.
Underwood, Sarah M.
Williamson, Sarah T.

FORT WORTH

Morales, Hugo

FRISCO

Dickey, Kyle A.
Millner, Daniel C.
Safford, Ryan C.

HOUSTON

Frysinger, Ashley M.
Kirkland, Mark R.

LAS COLINAS

Delmotte, Ryan M.

MCKINNEY

Riccardi, Joseph C.

SAN ANTONIO

Cox, B. Matthew
Holscher, Nicholas F.

THE WOODLANDS

Freeman, Jr., Steven C.

EXHIBIT "A"
STANDARD CONSULTANT SERVICES AUTHORIZATION

CONSULTANT SERVICES AUTHORIZATION NO. _____

Project Title: _____

Project No. WUD: _____

Budget Line Item No. _____

District No.: _____

THIS AUTHORIZATION No. _____ to the Contract for Consulting/Professional Services dated _____ (R20____-____), by and between Palm Beach County and the Consultant identified herein, is for the Consultant Services described in Item 3 of this Authorization. The Contract provides for _____% SBE participation overall. This Consultant Services Authorization includes _____% overall participation. The cumulative SBE participation, including this authorization is _____% overall. Additional authorization will be utilized to meet or exceed the stated overall participation goal.

1. CONSULTANT: _____

2. ADDRESS: _____

3. Description of Services to be provided by the Consultant:

See ATTACHMENT A.

4. Services completed by the Consultant to date (Summary and Status of Authorizations):

See ATTACHMENT E.

5. Consultant shall begin work promptly on the requested services.
6. The compensation to be paid to the Consultant for providing the requested services shall be:
- A. Computation of time charges plus expenses, not to exceed \$ _____
 - B. Fixed price of \$ _____
7. This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed through the date of termination, together with reimbursable expenses (if applicable) then due.

Project No. WUD: _____ Consultant Services Authorization No. _____

Project Title: _____

- 8. SBE participation is included in Attachment D under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization and Schedule 2 establishes the SBE contribution from each subconsultant (Letter of Intent to perform as an SBE).
- 9. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated _____ remain in full force and effect.

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

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

Palm Beach County
Water Utilities Department

Jim Stiles, Director

Date

CONSULTANT: _____

(Signature)

(Name and Title)

Date

Project No. WUD: _____ Consultant Services Authorization No. _____

Project Title: _____

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

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

Palm Beach County
Contract Review Committee

Irwin Jacobowitz, Director,
Contract Development Control

Date

CONSULTANT:

(Signature)

(Name and Title)

Date

Project No. WUD: _____ Consultant Services Authorization No. _____

Project Title: _____

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

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

Sharon R. Bock, Clerk & Comptroller,
Palm Beach County

Palm Beach County,
Board of County Commissioners

ATTEST:

Signed: _____

Signed: _____
Paulette Burdick, Mayor

Typed Name: _____
Deputy Clerk

Date

Approved as to Form and Legal
Sufficiency

Signed: _____

Typed Name: _____
County Attorney

CONSULTANT: _____

(Signature)

(Name and Title)

Date

LIST OF ATTACHMENTS

Project No. WUD _____ **Consultant Services Authorization No.** _____

Project Title _____

ATTACHMENT - A	Scope of Work
ATTACHMENT - B	Budget Summary
ATTACHMENT - C	Project Schedule
ATTACHMENT - D	SBE Schedule 1, 2, 3a and 4
ATTACHMENT - E	Authorization Status Report - Summary and Status of Authorizations
ATTACHMENT - F	Authorization Status Report – Summary of SBE Tracking
ATTACHMENT - G	Location Map

ATTACHMENT A

CONSULTANT SERVICES AUTHORIZATION NO. _____

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT ENGINEERING/PROFESSIONAL SERVICES

SCOPE OF WORK FOR

INTRODUCTION

Palm Beach County (COUNTY) entered into an agreement entitled Contract for Engineering/ Professional Services - Palm Beach County Utilities Department Project No. WUD _____ (CONTRACT) with: _____ (CONSULTANT) to provide engineering services for various general activities on (Reference Document _____). This Consultant Service Authorization will be performed under that CONTRACT.

This Consultant Services Authorization encompasses providing services related to the

BACKGROUND

SCOPE OF SERVICES

CONSULTANT shall perform the engineering Scope of Services as described herein.

COMPENSATION

SBE PARTICIPATION

1. SCHEDULE 3(A) – Professional Services Activity Report

This form shall be submitted by the prime contractor with each payment application when SBE and/or M/WBE sub-consultants are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE sub-consultants, specify the sub-consultants dollar amount for each sub-consultants and show amount drawn and payments to date issued to sub-consultants.

2. SCHEDULE 4 – SBE-M/WBE Payment Certification

A schedule 4 for each SBE and/or M/WBE sub-consultant shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub-consultant in the performance of the contract.

SBE participation is included in the **ATTACHMENT F** under this authorization. The attached Schedule 1 defines the SBE applied to this CSA/Contract and Schedule 2 establishes the SBE contribution from each subcontractor (Letter of Intent to perform as an SBE).

ATTACHMENT - B									
BUDGET SUMMARY									
		Labor Classification and Hourly Rate							
Task		Vice President	Senior Assoc.	Assoc	Engineer	Designer	Technical Typist	Total Labor	Sub Consultant Services
Number	Task Description								
1	Industrial Pretreatment Program Modifications								
	<i>Mathews Consulting Inc. (Subconsultant)</i>								
	Subtotal Task 1				0	0	0	\$ -	
	Labor Subtotal Hours	0	0	0	0	0	0		\$ -
	Labor Raw Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Labor Multiplier								1.10
	Labor SubTotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Labor Total	\$ -							
	Subconsultant Labor Total	\$ -							
	Subconsultant Multiplier								
	Subcontract Total	\$ -							
	Project Total	\$ -							

ATTACHMENT - C

PROJECT SCHEDULE

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

<u>Engineering Services</u>	<u>Completion Date from Notice to Proceed</u>
-----------------------------	---

ATTACHMENT D

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE CONSULTANT/SUBCONSULTANTS

PROJECT NAME: PROJECT NO.
NAME OF PRIME CONSULTANT: ADDRESS:
CONTACT PERSON: PHONE NO.: FAX NO. :
DESCRIPTION OF SERVICES

PLEASE LIST THE DOLLAR AMOUNT AND PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT AND PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUB-CONSULTANTS ON THIS
PROJECT. IDENTIFY ALL APPLICABLE CATEGORIES OF CONSULTANT/SUBCONSULTANTS

Name, Address and Phone Number	(Check one or both Categories)		Consultant/Sub-consultant Dollar Amount and Percentage of Services				
	M/WBE	SBE					
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>					
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)							
Total SBE-M/WBE Participation %		Total					

NOTE: 1. The percentages listed on this form must be supported by the sub-consultant included on Schedule 2 in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

This document must be completed by ALL SBE-M/WBE's and submitted with this CSA. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described consulting services in connection with the above project and will enter into a formal agreement for work with you, conditioned upon execution of a contract with Palm Beach County.

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Total SBE-M/WBE Participation _____ %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

Price or Percentage _____
(Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

The undersigned sub-consultant understands that the provision of this form to the Prime Consultant does not prevent sub-consultant from providing quotations to other.

Print name of
SBE-M/WBE Sub-consultant

By: _____
(Signature)

Print name/title of person executing on behalf
of SBE-M/WBE

Date: _____

OSBA Schedule 3(A)
PROFESSIONAL SERVICES ACTIVITY REPORT

Project No.: _____
Task Authorization No: _____

REPORTING PERIOD: _____

Prime Consultant Address: _____
City/State: _____ Zip _____
Contact Person: _____ Phone # _____
Contract Name: _____
Contract Term: _____ Contract Amount\$ _____
Total Percentage performed by the Prime's Firm: _____ SBE-M/WBE Firm: _____
Service Type: Architectural _____ Engineering _____ Surveying _____
Other (Specify) _____
Have Sub-Consultants completed work with its own workforce for this application?
Yes _____ No _____

Note: If yes, complete below:

SUB-CONSULTANTS

1. Firms Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____
2. Firm's Name: _____
Address//Tel: _____
Estimated Start Date: _____ Contract Amount: _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____
3. Firm's Name: _____
Address/Tel: _____
Estimated Start Date: _____ Contract Amount _____
SCOPE OF WORK: _____
Percentage/Hrs Completed: _____ Amount Paid To Date _____

I certify that the above is true to the best of my knowledge

Signature/Title

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: IF the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

ATTACHMENT - E

AUTHORIZATION STATUS REPORT

SUMMARY AND STATUS OF REQUESTS FOR AUTHORIZATIONS

[illegible]

ATTACHMENT - F

AUTHORIZATION STATUS REPORT

SUMMARY OF
SBE / MINORITY BUSINESS TRACKING

	Total	SBE
Current Proposal		
Value of Authorization No.	\$0	
Value of SBE Letters of Intent	\$0	\$0
Actual Percentage	#DIV/0!	#DIV/0!
Signed/Approved Authorizations		
Total Value of Authorizations	\$0	
Total Value of SBE Signed Subcontracts	\$0	\$0
Actual Percentage	#DIV/0!	#DIV/0!
Signed/Approved Authorizations Plus Current Proposal		
Total Value of Authorizations	\$0	
Total Value of Subcontracts & Letters of Intent	\$0	\$0
Actual Percentage	#DIV/0!	#DIV/0!
GOAL	0%	0%

EXHIBIT "B"
FOR: WATER TREATMENT AND WATER RESOURCES ENGINEERING SERVICES
PROJECT NO. WUD 17-007

THE ATTACHED EXCERPT FROM THE PROPOSAL SUBMITTED BY
KIMLEY-HORN & ASSOCIATES, INC. CONTAINS SBE SCHEDULES 1 AND 2.
THE FULL PROPOSAL IS ON-FILE AT:
PALM BEACH COUNTY WATER UTILITIES
8100 FOREST HILL BLVD.
WEST PALM BEACH, FL 33413

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE CONSULTANT/SUBCONSULTANTS

PROJECT NAME: Water Treatment/ Resources Engineering PROJECT NO. WUD 17-007
NAME OF PRIME CONSULTANT: Kimley-Horn and Associates, Inc. ADDRESS: 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411
CONTACT PERSON: Mark E. Miller, P.E. PHONE NO.: (561) 845-0665 FAX NO.: (561) 863-8175
DESCRIPTION OF SERVICES Engineering and Architectural Services Required for Water Treatment and Water Resources Engineering Services
PLEASE LIST THE DOLLAR AMOUNT AND PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT AND PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUB-CONSULTANTS ON THIS PROJECT. IDENTIFY ALL APPLICABLE CATEGORIES OF CONSULTANT/SUBCONSULTANTS

Name, Address and Phone Number	(Check one or both Categories)		Consultant/Sub-consultant Dollar Amount and Percentage of Services				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. ACAI Associates, Inc. 2937 West Cypress Creek Road Suite 200 Ft. Lauderdale, FL 33309 (954) 484-4000	X	<input type="checkbox"/>		2			
2. C&W Engineering 2326 South Congress Avenue, Suite 1F West Palm Beach, FL 33406 (561) 642-5333	<input type="checkbox"/>	X					5
3. Eckler Engineering, Inc. 4700 Riverside Drive, Suite 110 Coral Springs, FL 33067 (954) 510-4700	<input type="checkbox"/>	X					10
4. Hillers Electrical Engineering, Inc. 23257 State Road 7 Suite 100 Boca Raton, FL 33428 (561) 451-9165	<input type="checkbox"/>	X					5
5. JLA Geosciences 1931 Commerce Lane, Suite 3 Jupiter, FL 33458 (561) 746-0228	<input type="checkbox"/>	X					4
6. Ron Charter Consulting 106 Silver Bell Crescent Royal Palm Beach, FL 33411 (561) 254-4499	<input type="checkbox"/>	X					2
7. Smith Engineering Consultants 2326 South Congress Avenue, Suite 1F West Palm Beach, FL 33406 (561) 642-5333	<input type="checkbox"/>	X					2
(Please use additional sheets if necessary)		Total		2			28
Total SBE-M/WBE Participation <u>30</u> %							

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT**

This document must be completed by ALL SBE-M/WBE's and submitted with this PROPOSAL. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 17-007 PROJECT NAME: Water Treatment and Water Resources Engineering Services

TO: Kimley-Horn and Associates, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise X _____
Black _____ Hispanic X _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described consulting services in connection with the above project and will enter into a formal agreement for work with you, conditioned upon execution of a contract with Palm Beach County.

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Architectural

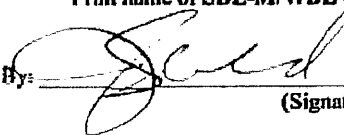
Total SBE-M/WBE Participation 2 %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

Price or Percentage _____
(Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

The undersigned sub-consultant understands that the provision of this form to the Prime Consultant does not prevent sub-consultant from providing quotations to other.

ACAI Associates Inc.
Print name of SBE-M/WBE Sub-consultant

By: _____ (Signature)
Jennifer Shields/Director of Operations
Print name/title of person executing on behalf of SBE-M/WBE
Date: 12/13/2016

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

PROJECT NO. WUD-17-007

PROJECT NAME: Palm Beach County Water Treatment and Water Resources Engineering Services

TO: Kimley-Horn & Associates, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise (SBE) ☒ Minority Business Enterprise (M/WBE) ☐

Black ☐ Hispanic ☐ Women ☐ Caucasian ☒ Other (Please Specify) ☐

Date of Palm Beach County Certification: March 26, 2016 to March 25, 2019

The undersigned is prepared to perform the following described work in connection with the above project and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.
(Specify in detail particular work items or parts thereof to be performed)

Total SBE-M/WBE Participation 5%

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontractor must be stated _____

The undersigned subconsultant understands that the provision of this form to prime bidder does not prevent subconsultant from providing quotations to others.

Walker Enterprises, Inc. dba C&W Engineering

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

Dale G. Walker, P.E.
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 12/7/2016

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

PROJECT NO. WUD 17-007

PROJECT NAME: Water Treatment and Water Resources Engineering Services

TO: Kimley-Horn
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise (SBE) X Minority Business Enterprise (M/WBE) _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: November 10, 2014

The undersigned is prepared to perform the following described work in connection with the above project and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

(Specify in detail particular work items or parts thereof to be performed)

Mechanical Engineering

Total SBE-M/WBE Participation 10 %

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontractor must be stated _____

The undersigned subconsultant understands that the provision of this form to prime bidder does not prevent subconsultant from providing quotations to others.

Eckler Engineering, Inc.
(Print name of SBE-M/WBE Subcontractor)
By: Donald Eck
(Signature)

Donald A. Eckler, President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: December 13, 2016

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

This document must be completed by ALL SBE-M/WBE's and submitted with this CSA. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

Water Treatment and Water Resources

PROJECT NUMBER: WUD 17-007 PROJECT NAME: Engineering Services

TO: Kimley-Horn
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise X

Black Hispanic X Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: October 17, 2015

The undersigned is prepared to perform the following described consulting services in connection with the above project and will enter into a formal agreement for work with you, conditioned upon execution of a contract with Palm Beach County.

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Electrical Engineering Services

Total SBE-M/WBE Participation 5 %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

Price or Percentage _____
(Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

The undersigned sub-consultant understands that the provision of this form to the Prime Consultant does not prevent sub-consultant from providing quotations to other.

Hillers Electrical Engineering Inc.

Print name of
SBE-M/WBE Sub-consultant

By 
(Signature)

Paul Hillers, President

Print name/title of person executing on behalf
of SBE-M/WBE

Date: 12/9/2016

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

This document must be completed by ALL SBE-M/WBE's and submitted with this PROPOSAL. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 17-007 PROJECT NAME: Water Treatment and Water Resources Engineer Svs.

TO: Kimley-Horn and Associates, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian X Other (Please Specify) _____

Date of Palm Beach County Certification: 04/04/14

The undersigned is prepared to perform the following described consulting services in connection with the above project and will enter into a formal agreement for work with you, conditioned upon execution of a contract with Palm Beach County.

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Assistance with Hydrogeologic Services for Water Treatment and Water Resources Engineering Services Contract

Total SBE-M/WBE Participation 4 %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

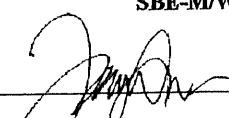
Price or Percentage _____ (Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

The undersigned sub-consultant understands that the provision of this form to the Prime Consultant does not prevent sub-consultant from providing quotations to other.

JLA Geosciences, Inc.

Print name of
SBE-M/WBE Sub-consultant

By:  _____
(Signature)

James L. Andersen, P.G./President JLA Geosciences, Inc.
Print name/title of person executing on behalf
of SBE-M/WBE

Date: 12/6/16

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

This document must be completed by ALL SBE-M/WBE's and submitted with this PROPOSAL. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 17-007 PROJECT NAME: Water Treatment and Water Resources Engineering Services

TO: Kimley-Horn and Associates, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: April 28, 2016

The undersigned is prepared to perform the following described consulting services in connection with the above project and will enter into a formal agreement for work with you, conditioned upon execution of a contract with Palm Beach County.

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Construction Observation

Total SBE-M/WBE Participation 2 %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

Price or Percentage _____
(Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the **SBE-M/WBE** listed to ensure the **SBE-M/WBE** perform the services with their own work force. The undersigned **SBE-M/WBE** Prime or **SBE-M/WBE** sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

The undersigned sub-consultant understands that the provision of this form to the Prime Consultant does not prevent sub-consultant from providing quotations to other.

Ron Charter Consulting, Inc.
Print name of
SBE-M/WBE Sub-consultant

By: Ron Charter
(Signature)

Ronald Charter
Print name/title of person executing on behalf
of SBE-M/WBE

Date: December 13, 2016

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

This document must be completed by ALL SBE-M/WBE's and submitted with this PROPOSAL. Specify in detail, the particular consulting services to be performed and the dollar amount and/or percentage for each services. SBE credit will only be given for services which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: WUD 17-007 PROJECT NAME: Water Treatment and Water Resources Engineering Services

TO: Kinley-Horn and Associates, Inc.
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian X Other (Please Specify) _____

Date of Palm Beach County Certification: 10-21-15

The undersigned is prepared to perform the following described consulting services in connection with the above project and will enter into a formal agreement for work with you, conditioned upon execution of a contract with Palm Beach County.

Additional Sheets May Be Used As Necessary

(Specify in detail the particular consulting services thereof to be performed)

Electrical Engineering

Total SBE-M/WBE Participation 2 %

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE sub-consultant, please list the name of that sub-consultant and the amount below.

Price or Percentage _____ (Name of Sub-consultant)

The Prime Consultant affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the services with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE sub-consultant affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE sub-consultants except as noted above.

The undersigned sub-consultant understands that the provision of this form to the Prime Consultant does not prevent sub-consultant from providing quotations to other.

Smith Engineering Consultants, Inc.
Print name of
SBE-M/WBE Sub-consultant
By: [Signature]
(Signature)

Larry M. Smith, P.E./President
Print name/title of person executing on behalf
of SBE-M/WBE

Date: 12-7-16

**EXHIBIT “C”
HOURLY RAW LABOR RATES**

KIMLEY-HORN AND ASSOCIATES, INC.

MARCH 2017

WATER PLANT & WATER RESOURCES ENGINEERING CONSULTING SERVICES

PROJECT NO.: WUD 17-007

<u>Category</u>	<u>Raw Labor Rate Range</u>
Support Staff	\$20 to \$35
Sr. Support Staff	\$35 to \$42
Technical Support	\$28 to \$45
Designer	\$35 to \$48
Engineering Intern / Analyst	\$25 to \$38
Professional	\$30 to \$55
Sr. Professional / Project Manager	\$50 to \$85
Principal	\$70 to \$90

The above rates are to be multiplied by an overall overhead and profit factor described in Article 3B of the Contract.

Subcontractual Services, Out of Pocket Expenses and other Direct Expenses shall be billed in accordance with Article 3 of the Contract.

Kimley»»Horn

May 17, 2017

Stephen McGrew, P.E., DBIA, PMP
Manager of Plant Design
Palm Beach County Water Utilities
8100 Forest Hill Blvd
West Palm Beach, FL 33413

RE: **WUD 17-007 CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
WATER TREATMENT AND WATER RESOURCES ENGINEERING SERVICES
Multiplier Documentation**

Dear Mr. McGrew:

As requested, below is the backup calculation that will be used for this contract. This overhead audit was approved by the FDOT of which is attached for additional backup.

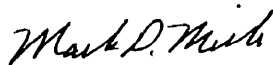
Raw Salary:	100%
Overhead Rate:	194.83%
FCCM (Facilities Cap Cost of Money):	0.559%
<u>Direct Expense:</u>	<u>5.57%</u>

Calculated Multiplier = 3.00 (1 + 1.9483 + 0.00559 + 0.05570) = 3.00

Additionally, our previous contract WUD 14-007 used a multiplier of 3.0 which was approved by PBC.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Mark D. Miller, P.E.
Vice President

Attachment



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**JIM BOXOLD
SECRETARY**

June 6, 2016

Amy McGregor, Marketing Department Manager
KIMLEY-HORN AND ASSOCIATES, INC.
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

Dear Ms. McGregor:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Controlled Access Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
 - 4.2.1 - Major Bridge Design - Concrete
 - 4.2.2 - Major Bridge Design - Steel
- Group 5 - Bridge Inspection
 - 5.1 - Conventional Bridge Inspection
 - 5.3 - Complex Bridge Inspection
 - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
 - 6.3.4 - Intelligent Transportation Systems Software Development

www.dot.state.fl.us

- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
 - 10.3 - Construction Materials Inspection
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.3 - Policy Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics
- Group 15 - Landscape Architect

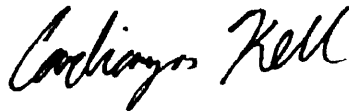
Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2017 for contracting purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium Reimbursed	Direct Expense
Overhead Rate	194.83%	174.84%	0.559%		5.57% (Home) 8.28% (Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: jerry.noyola@greyling.com FAX (A/C, No): 866-550-4082
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Ins. Co. 19445 INSURER B : Aspen American Insurance Compan 43460 INSURER C : New Hampshire Ins. Co. 23841 INSURER D : Lloyds of London 085202 INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 17-18

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		5268169	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4489663	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		CX005FT17	04/01/2017	04/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	015893685 (AOS)	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000
A			015893686 (CA)	04/01/2017	04/01/2018	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		P070831700	04/01/2017	04/01/2018	Per Claim \$3,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #WUD 17-007; Consulting/Professional Services Water Treatment & Water Resources Engineering Services ; Mark Miller. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees & agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Water Utilities Department c/o Insurance Tracking Services Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Retroactive Date: Full Prior Acts

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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