

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 2, 2019 Consent [X] Regular []
Public Hearing []

Department: Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 11 for Loxahatchee River Restoration Local Initiative and Mecca Site Evaluation with Kimley-Horn and Associates, Inc., (Consultant) for a fixed price amount of \$199,956.

Summary: On July 11, 2017, the Board of County Commissioners (BCC) approved the Water Utilities Department Contract for Consulting/Professional Services for Water Treatment and Water Resources Engineering Services (Contract) (R2017-0903) with Consultant. CSA No. 11 provides for professional engineering services to prepare technical information on the feasibility of additional alternatives that address County concerns with the U.S. Army Corps of Engineers' (USACE) Loxahatchee River Watershed Restoration Project (Loxahatchee Project), specifically the deep storage reservoir proposed for the Mecca site. This Contract was procured under the requirements of the 2002 Small Business Enterprise (SBE) Ordinance (R2002-0064) prior to the adoption of the amended Equal Business Opportunity Ordinance on October 16, 2018. The SBE participation goal established under the 2002 Ordinance was 15% overall participation. The Contract provides for 28% SBE participation and 7% Minority/Women Business Enterprise (M/WBE) participation. CSA No. 11 includes 0% SBE and 0% M/WBE participation. The cumulative SBE and M/WBE participation is 20.90% SBE and 1.73% M/WBE. Kimley-Horn and Associates, Inc., is headquartered in Raleigh, North Carolina but maintains an office in Palm Beach County from which the majority of the work under CSA No. 11 will be undertaken. (WUD Project No. 19-060) Districts 1, 2 and 6 (MJ)

Background and Justification: At the BCC workshop meeting held April 30, 2019, County staff briefed the BCC on USACE's proposed Loxahatchee Project. After hearing numerous public comments and a robust discussion, the BCC directed staff to communicate key concerns with the project and express interest in collaborating with the USACE and South Florida Water Management District (SFWMD) to reconsider the Mecca Reservoir to be more compatible with adjacent lands. The BCC also supported staff's desire for the County to be in a stronger leadership position with regard to the development of locally preferred water resources projects and supported staff's recommendation to hire technical consultants in an effort to optimize or improve the Loxahatchee Project. This evaluation will identify and assess additional alternatives and provide technical information necessary to enable continued collaboration with USACE and SFWMD and provide tools that can be used for future County water resources planning and management activities in the region.

Attachments:

- 1. Location Map
- 2. Four (4) Originals of Consultant Services Authorization No. 11
- 3. Certificate of Liability Insurance

Recommended By:  6-28-19
County Water Resources Manager Date

Approved By:  6/28/19
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>\$199,956</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$199,956</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 <u>0001</u>	Dept <u>760</u>	Unit <u>7615</u>	Object <u>3401</u>	
	Fund <u>4001</u>	Dept <u>720</u>	Unit <u>2322</u>	Object <u>3120</u>	

Is Item Included in Current Budget? Yes X No

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

Reporting Category N/A



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

The Water Utilities Department (WUD) portion (\$50,000) will be funded with WUD user fees. The Administration portion (\$149,956) will be funded with Ad Valorem funds.

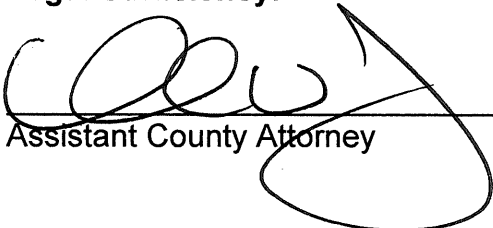
C. Department Fiscal Review: _____

III. REVIEW COMMENTS

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

 _____ OFMB	6/28/19	 _____ Contract Development and Control	6/28/19 <i>TS</i>
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B. Legal Sufficiency:



 Assistant County Attorney

6/28/19

C. Other Department Review:



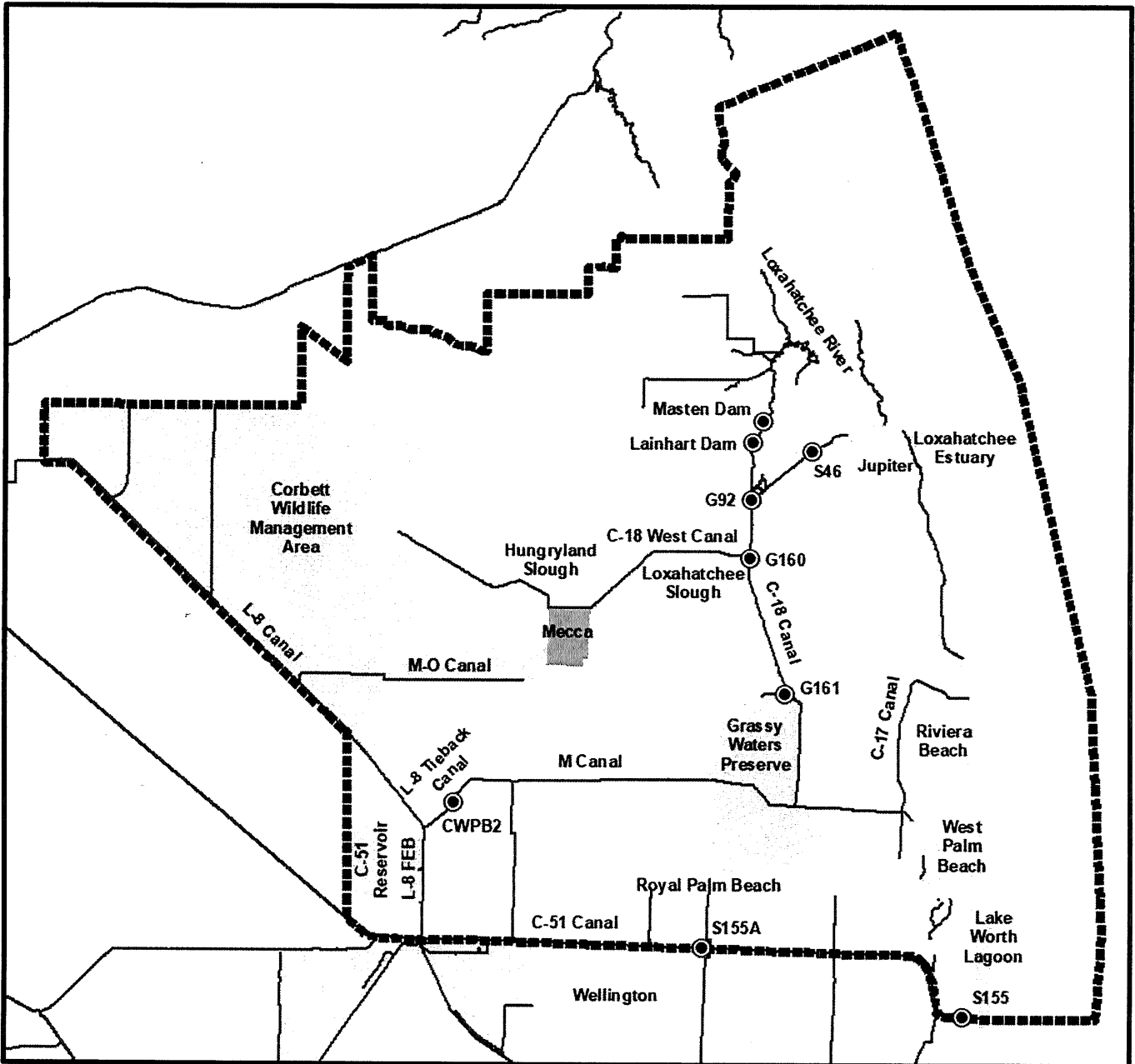
 Department Director

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

ATTACHMENT 1

Loxahatchee River Restoration Local Initiative and Mecca Site Evaluation
Project No. WUD 19-060

LOCATION MAP



CONSULTANT SERVICES AUTHORIZATION NO. 11

**Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services Water Treatment
and Water Resources Engineering**

Resolution #2017-0903 Contract Dated July 11, 2017

Project Title: Loxahatchee River Restoration Local Initiative and Mecca Site Evaluation

WUD Project No.: 19-060

Consultant: Kimley-Horn and Associates, Inc.

Address: 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

Budget Line Item No. 4001-720-2322-3120 and 0001-760-7615-3401

District No.: 1, 2 and 6

This Consultant Service Authorization provides for: _____

The preparation of technical information on the feasibility of additional alternatives that address

County concerns with the U.S Army Corps of Engineers' Loxahatchee River Watershed

Restoration Project, specifically the deep water storage reservoir proposed for the Mecca site.

(See ATTACHMENT A for detailed scope of services)

The Contract provides for 28% SBE participation and 7% M/WBE participation. This Consultant Services Authorization includes 0% SBE participation and 0% M/WBE participation. The cumulative SBE and M/WBE participation, including this authorization is 20.90% and 1.73% participation, respectively.

1. Services completed by the Consultant to date :

See ATTACHMENT B.

2. Consultant shall begin work upon receipt of Notice to Proceed correspondence.

3. The compensation to be paid to the Consultant for providing the requested services shall be:

A. Computation of time charges plus expenses, not to exceed \$ Not Applicable

B. Fixed price of \$199,956.00

C. Total \$199,956.00

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

CONSULTANT SERVICES AUTHORIZATION NO. 11
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services Water Treatment
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Project Title: Loxahatchee River Restoration Local Initiative and Mecca Site Evaluation

Project No. WUD: 19-060

5. SBE participation is included in **ATTACHMENT C** under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization and Schedule 2 establishes the SBE contribution from each Sub-Consultant (Letter of Intent to perform as an SBE).
6. This Authorization does not amend, change, or modify the Contract dated July 11, 2017, which remains in full force and effect.
7. All Attachments to this Authorization are incorporated herein and made a part of this Consultant Services Authorization.

CONSULTANT SERVICES AUTHORIZATION NO. 11
Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services Water Treatment
and Water Resources Engineering
Resolution #2017-0903 Contract Dated July 11, 2017

Project Title: Loxahatchee River Restoration Local Initiative and Mecca Site Evaluation

Project No. WUD: 19-060

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: _____

OCM
6-28-19

Signed: _____

Mack Bernard, Mayor

Typed Name: _____

Deputy Clerk

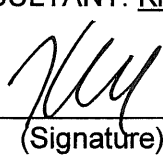
Date

Approved as to Form and Legal
Sufficiency

CONSULTANT: Kimley-Horn and Associates, Inc.

Signed: _____




(Signature)

Typed Name: Michael W. Jones

County Attorney

Kevin Schanen, Senior Vice President

Date

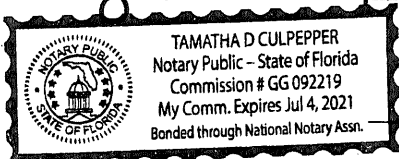
STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28th day of June, 2019,

by Kevin Schanen, PE as Sr VP

for Kimley-Horn and Assoc



(Signature of Notary Public - State of Florida)

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

Personally Known OR Produced Identification _____ Type of Identification Produced _____

LIST OF ATTACHMENTS

CONSULTANT SERVICES AUTHORIZATION NO. 11

**Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services Water Treatment
and Water Resources Engineering
Resolution #2017-0903 Contract Dated July 11, 2017**

ATTACHMENT A	Scope of Services
ATTACHMENT B	Summary and Status of Authorizations
ATTACHMENT C	SBE Schedule 1
ATTACHMENT D	Project Schedule
ATTACHMENT E	Budget Summary
ATTACHMENT F	Summary of SBE/Minority Business Tracking
ATTACHMENT G	Location Map

ATTACHMENT A

SCOPE OF SERVICES

Project No. WUD 19-060

Project Title Loxahatchee River Restoration Local Initiative and Mecca Site Evaluation

CONSULTANT shall perform:

The following scope includes the preparation of technical information on the feasibility of additional alternatives that address County concerns with the U.S Army Corps of Engineers' Loxahatchee River Watershed Restoration Project, specifically the deep water storage reservoir proposed for the Mecca site.

SCOPE OF SERVICES

1.0 INTRODUCTION AND BACKGROUND

At the Palm Beach County Board of County Commissioners (BCC) workshop meeting held April 30, 2019, County staff briefed the BCC on the Draft Integrated Project Implementation Report (PIR) and Environmental Impact Statement (EIS) for the Loxahatchee River Watershed Restoration Project (Loxahatchee Project or LRWRP) and requested direction regarding the development and submittal of comments on the Draft PIR/EIS. After hearing numerous public comments from stakeholders and a robust discussion, the BCC directed staff to communicate key concerns with the project and express interest in collaborating with the U.S. Army Corps of Engineers (USACE) and the South Florida Water Management District (SFWMD) to reconsider the Mecca Reservoir to be more compatible with adjacent lands.

In addition, the BCC supported staff's desire for the County to be in a stronger leadership position with regard to the development of locally preferred water resources projects and supported staff's recommendation to hire technical consultants to assist with data collection, modeling and alternatives analysis in an effort to improve the proposed Loxahatchee Project.

In a May 2, 2019 letter, the SFWMD communicated their support of continued collaboration with key local stakeholders and the USACE related to compatibility of the Mecca storage reservoir with adjacent lands. In May 2019, County staff began coordinating with SFWMD and USACE to determine potential forward paths.

The Loxahatchee River Watershed Restoration Local Initiative Evaluation is a study intended to provide technical information on the feasibility of additional alternatives that specifically address County concerns with the Loxahatchee Project and attempt to improve it. The results of this study are intended to augment the technical work prepared by the USACE and SFWMD and documented in the Draft PIR/EIS dated March 2019.

The County is concerned that the Loxahatchee Project does not address excess stormwater runoff from the L-8 Basin. Without additional storage and a plan to re-direct L-8 basin stormwater, negative impacts to the Lake Worth Lagoon, which receive large volumes of L-8 basin stormwater runoff, will continue. In addition, achieving Everglades water quality requirements will be very challenging without additional storage.

There is also concern that the proposed 20-foot embankment height of the C-18 West (or Mecca) Reservoir is not compatible with adjacent lands, is not aesthetically appealing and introduces unnecessary risks to adjacent residents and existing County-owned Water Utilities Department infrastructure. For example, a re-pump station is located on the southeastern corner of the Mecca site and provides potable water service to the North Palm Beach County Airport and several large private customers. The County also currently owns approximately 98 acres of land located south and east of the proposed Mecca reservoir, which is currently under consideration for a future County roadway.

In addition, there is concern that the 70 percent recovery efficiency assumed for the proposed Aquifer Storage and Recovery (ASR) wells is optimistic and not supported by technical information included in the Draft PIR/EIS. In addition, there appears to be high uncertainty regarding the future achievement of water quality standards related to ASR well operations.

Poorly justified assumptions and high uncertainty result in many questions about the accuracy and robustness of the Draft PIR/EIS modeling results as well as the legitimacy of the Loxahatchee Project's tentatively selected plan (TSP).

The focus of this study is concentrated on developing and evaluating alternatives using the existing suite of management measures, components or options previously considered during the preparation of the Draft PIR/EIS. While some new concepts may be warranted, it is expected that the alternatives to be evaluated in this study will primarily consist of new combinations of management measures/components/options that have already been conceptualized, but were packaged in a way that resulted in a limited ability to detect the benefits of individual elements.

2.0 OBJECTIVES

This development and preparation of information during this study shall be consistent or compatible with the methodologies utilized in the Draft PIR/EIS for the Loxahatchee Project. The specific objectives of this study are as follows:

1. Review and evaluate existing information, studies, modeling and reports related to the Loxahatchee Project and project features proposed for the Mecca site,
2. Develop alternatives that address County concerns with the proposed Loxahatchee Project,
3. Develop and implement an approach to quickly screen and evaluate alternatives, utilizing SFWMD-developed methodologies or screening tools and/or the existing Loxahatchee Project modeling tools,
4. Recommend additional management measures/components/options that address County concerns with the proposed Loxahatchee Project (if warranted),
5. Prepare performance measures, habitat unit calculations, and cost estimates for high-performing alternatives, and
6. Summarize model-simulated flows from the L-8 Basin to the Lake Worth Lagoon (via the C-51 Canal) to enable simple comparisons between alternatives.

While there may be deficiencies with the Loxahatchee Project modeling tools, it is not the objective of this study to re-calibrate or re-validate the existing modeling tools. Instead, the intent is to provide additional results that are consistent and compatible with the existing modeling tools, performance measures and habitat units.

3.0 SCOPE OF WORK

All submittals shall consist of one (1) electronic copy and one (1) bound hard copy. All technical references used in completing the work shall be documented by the CONSULTANT. Depending on the deliverable, the CONSULTANT shall provide it in Microsoft (MS) Word, MS Excel, MS Access, AutoCAD, ArcGIS, or metadata format compatible with County software versions. The CONSULTANT shall provide reports in a completed format with all tables and figures included in the file of the report. Appendices can be provided as a separate file but all figures and tables within that appendix must be included in that same file. Additionally, the CONSULTANT shall provide full reports and figures as Adobe PDF files.

The CONSULTANT shall provide the project management and coordination for the activities performed under this Scope of Services. The CONSULTANT shall monitor labor utilization, project schedule, and project budget on a regular basis. It shall be the ongoing responsibility of the CONSULTANT Project Manager (CONSULTANT PM) to manage task budgets and schedules to meet milestones and deliverable due dates. The CONSULTANT PM shall be fully responsible for the performance of the CONSULTANT's team, including sub-consultants, for this Scope of Services. The CONSULTANT PM shall communicate with the PM on a weekly or other agreed upon basis and document the communication.

Task 1 – Project Kick-Off Meeting and Work Plan

Within one (1) week after the execution date of the Scope of Services, the CONSULTANT shall attend and facilitate a Kick-Off meeting in West Palm Beach, Florida. The objective of this meeting is to confirm the project objectives, review the statement of work and schedule, establish lines of communication for data sharing, review available data and reports, and clarify project requirements. The CONSULTANT is not required to provide a formal presentation at the meeting.

The CONSULTANT shall develop a detailed Draft Work Plan. The CONSULTANT will review existing relevant documents related to the Loxahatchee Project and previous Mecca-related evaluations conducted by SFWMD. The County will review the Draft Work Plan and provide comments to the CONSULTANT. The CONSULTANT shall address County comments and submit a Final Work Plan.

Task 1 Deliverables:

- 1.1 - CONSULTANT shall attend and facilitate a Kick-Off Meeting with County staff and prepare and submit a **Kick-Off Meeting Summary**.
- 1.2 - CONSULTANT shall prepare and submit a **Draft Work Plan**.
- 1.3 - CONSULTANT shall prepare and submit a **Final Work Plan** incorporating input obtained from the County.

Task 2 – Alternative Development and Screening

An objective of this study is to collaborate with the County and incorporate stakeholder input to develop alternatives that address County concerns regarding the proposed Loxahatchee Project, specifically the Mecca reservoir embankment height and the desire to implement a project element on Mecca that is more compatible with adjacent lands, has less potential flood risk and is more aesthetically pleasing.

In collaboration with the County PM and based on a review of the alternatives previously considered by SFWMD during Mecca pre-acquisition modeling activities and during the Draft PIR/EIS, the CONSULTANT will develop an approach to formulate up to eight (8) alternatives and develop an efficient approach to screen alternatives to enable promotion of high-performing alternatives for further more detailed analysis. One screening approach that could be considered is the screening process implemented by SFWMD during their evaluation of L-8 Reservoir replacement storage options during their Restoration Strategies planning efforts that assisted in providing justification for SFWMD to purchase the Mecca site from Palm Beach County.

A goal of the alternative development and screening process is to meet or exceed performance measure targets and/or habitat units that were achieved by the TSP, as documented in the Draft PIR/EIS.

One screening approach that should be considered is to develop a river flow demand (daily or annual average volume) that can be used as a surrogate to identify the amount of storage needed to achieve river restoration performance measure targets.

Some examples of concepts and/or alternatives that could be considered during alternative development are as follows:

1. TSP (Alternative 5R) with no ASR wells
2. TSP (Alternative 5R) with ASR wells at 25-50 percent recovery efficiency
3. TSP (Alternative 5R) with no ASR wells and no reservoir; Mecca site is a shallow impoundment or flow-through marsh (2.5 to 4 feet maximum water depth)
4. Alternative 12 with Option 3-E (instead of with Option 3-B)
5. Shallow impoundment or flow-through marsh in the L-8 Basin (~1,700-acres), perhaps integrated with Indian Trail Improvement District's existing M1 impoundment (~720 acres)
6. Incorporate flows from Mecca to and through the proposed Avenir ~2,000-acre natural area
7. Capture and temporarily store excess L-8 Basin stormwater for delivery to the Loxahatchee River via the M-O and C-18 Canals

In addition, CONSULTANT shall present an overview of work products completed to date and facilitate a public workshop discussion at a Palm Beach County Water Resources Task Force Meeting (currently scheduled for July 25, 2019). The objective of the public workshop is to obtain additional input from stakeholders regarding desired management measures, components, or options to potentially be included in alternatives to be evaluated by the CONSULTANT.

Based on input from stakeholders and in collaboration with the County PM, CONSULTANT shall conduct an alternative screening evaluation to identify up to three (3) promoted alternatives with the highest potential to address County concerns and achieve project performance similar to the TSP.

Task 2 Deliverables:

- 2.1 - CONSULTANT shall present at and facilitate a public workshop discussion at a Palm Beach County Water Resources Task Force Meeting (currently scheduled for July 25, 2019 at 1:30pm). CONSULTANT shall prepare and submit a **Draft Alternative Development and Screening Technical Memorandum** summarizing the information provided by stakeholders at the public workshop discussion, providing a recommended approach to incorporating this information into alternatives and summarizing the alternatives to be screened.
- 2.2 - CONSULTANT shall prepare and submit a **Draft Alternative Screening Technical Memorandum** summarizing the screening approach, activities and results.

Task 3 – Alternative Simulation and Effectiveness Evaluation

CONSULTANT shall utilize the Lower East Coast Subregional Model - North Palm version (LECSR-NP) which was used by SFWMD/USACE for the Loxahatchee Project to simulate up to four (4) promoted alternatives identified in Task 2. While there may be deficiencies with LECSR-NP, it is not the objective of this study to re-calibrate or re-validate the model. This model will be provided to the CONSULTANT by the County for use during this study.

Task 3.1 – Alternative Simulation

Based on the results of Task 2 Screening Evaluation, the CONSULTANT shall prepare LECSR-NP simulations for up to three (3) promoted alternatives. CONSULTANT shall use professional judgement and scientific and engineering principles in applying LECSR-NP to enable the promoted alternatives to be appropriately simulated, evaluated and compared with alternatives previously evaluated by SFWMD/USACE during the Draft PIR/EIS and to enable performance measure development and habitat unit calculations consistent with the methodologies used in the Draft PIR/EIS.

CONSULTANT shall coordinate with SFWMD, USACE and County staff to gain consensus on the existing modeling approach so that proposed modifications to evaluate the County's alternatives are implemented correctly. This will allow the Loxahatchee Project alternatives to be appropriately compared and contrasted with the County's alternatives.

Due to County and stakeholder concerns, CONSULTANT shall prioritize the development and evaluation of the following alternative: TSP (Alternative 5R) with no ASR wells and no reservoir; Mecca site is a shallow impoundment or flow-through marsh (~2.5 to 4 feet maximum water depth). This approach is intended enable the early development of a river restoration flow demand deficit (daily or annual average volume) that can be used as a surrogate to identify additional storage, if needed, to achieve river restoration performance measure targets.

Task 3.1 Deliverable:

3.1.1 - CONSULTANT shall prepare a Draft Alternative Evaluation Results Technical Memorandum summarizing the results of Task 3.1 activities.

Task 3.2 Effectiveness Evaluation

The three (3) promoted alternative plans will be evaluated using the USACE's "Principles and Guidelines" criteria as described in Section 4 of the Loxahatchee Project Draft PIR/EIS. This task will focus on one (1) of the four (4) criteria, Effectiveness, which is the extent to which an alternative plan alleviates the specified problems and achieves the specified opportunities.

Effectiveness is to be evaluated using the same five objectives and approach as documented in Section 4.1 of the Draft PIR/EIS:

- Objective 1 – Flows to the River
- Objective 2 – Estuarine Communities
- Objective 3 – Area of Wetlands
- Objective 4 – Connectivity
- Objective 5 – Plant and Animal Abundance and Diversity

Effectiveness index scores shall be calculated and presented for the three (3) promoted alternatives along with index scores that were documented for the Future Without (FWO) Project Condition and Alternative 5 in the Draft PIR/EIS.

Task 3.2 Deliverable:

3.2.1 - CONSULTANT shall prepare a **Final Alternative Evaluation Results Technical Memorandum** incorporating input and comments from the County PM on the Draft Alternative Evaluation Results Technical Memorandum and summarizing the results of the Task 3.2 activities.

ATTACHMENT B

SUMMARY AND STATUS OF CONSULTANT SERVICES AUTHORIZATIONS

Auth. No.	WUD Project No.	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	Approved	
							By	Date
1	15-058	WTP No. 11 PW-11 Well Construction Phase Services	Approved	\$138,402.12	\$94,767.12	68.47%	BCC	Sep. 26, 2017
1.1	15-058	WTP No. 11 PW-11 Well CMS (extension of services due to Contractor delays)	Approved	\$11,634.00	\$0	0%	Director	Jan. 23, 2019
2	17-066	General Water Engineering Services	Approved	\$45,000.00	\$0	0%	Director	Aug. 25, 2017
3	17-068	MIEX Evaluation and Upgrades Engineering Services	Approved	\$49,982.35	\$41,420.35	82.86%	Director	Aug. 20, 2017
3.1	17-068	On-site operational testing & verification of consumable usage at higher flow rates	Approved	\$46,050.93	\$32,970.93	71.59%	Director	May 14, 2018
4	18-005	WTP No. 11 High Service Pump Elec Room Replacement	Approved	\$183,829.20	\$92,827.20	50.49%	BCC	Mar. 13, 2018
4.1	18-005	WTP No. 11 HSP Megger Testing and Reporting	Approved	\$15,676.64	\$5,952.64	37.97%	Director	Oct. 16, 2018
4.2	18-005	WTP No. 11 HSP Electrical Building Imp Fire Suppression Sys Addition & HSP Piping Imp	Approved	\$29,658.00	\$0	0%	Director	Mar. 5, 2019
5	18-025	WPT No. 11 Membrane Replacement Pilot Study	Approved	\$185,745.00	\$0	0%	BCC	May 1, 2018
6	15-059	Production Well 11 RWM Construction Ph Svc	Approved	\$37,170.00	\$0	0%	Director	Jul. 2, 2019
7	19-009	General Water Engineering Services #2	Approved	\$45,000.00	\$0	0%	Director	Feb. 5, 2019
8	19-024	WTP 11 RO Train Evaluations	Pending	\$60,000.00	\$0	0%		
9	19-025	WTP 11 Turbidity Management Evaluation	Approved	\$94,800.00	\$0	0%	CRC	May 1, 2019
10	19-036	Evaluation to Identify Improvements to Maintain Water Production	Approved	\$194,345.04	\$0	0%	BCC	Jun. 18, 2019
11	19-060	Loxahatchee River Restoration Local Initiative and Mecca Site Evaluation	Pending	\$199,956.00	\$0	0%	BCC	

Revised 6-28-19

ATTACHMENT C OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Loxahatchee River Local Initiative and Mecca Evaluation

SOLICITATION/PROJECT/BID No.: WUD 19-060

NAME OF PRIME RESPONDENT/BIDDER: Kimley-Horn and Associates, Inc.

ADDRESS: 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

CONTACT PERSON: Denise Palmatier

PHONE NO.: 561-845-0665 **E-MAIL:** denise.palmatier@kimley-horn.com

SOLICITATION OPENING/SUBMITTAL DATE: _____

DEPARTMENT: Water Utilities Department

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
1. Kimley-Horn and Associates, Inc. 1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$199,956
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)								
Total								\$199,956

Total Bid Price \$ 199,956

Total SBE - M/WBE Participation \$0 / 0%

I hereby certify that the above information is accurate to the best of my knowledge:



Signature

SR, V.P.

Title

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

ATTACHMENT D

PROJECT SCHEDULE

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

Engineering Services

Completion Date from Notice to Proceed

(Calendar Days)

Task 1.1 - Kick-Off Meeting Summary	14 calendar days after NTP
Task 1.2 - Draft Work Plan	21 calendar days after NTP
Task 1.3 - Final Work Plan	28 calendar days after NTP
Task 2.1 - Draft Alternative Development Technical Memo	42 calendar days after NTP
Task 2.2 - Draft Alternative Screening Technical Memo	50 calendar days after NTP
Task 3.1.1 - Draft Alternative Evaluation Results Tech Memo	75 calendar days after NTP
Task 3.2.1 - Final Alternative Evaluation Results Tech Memo	90 calendar days after NTP

Revised 6-28-19

ATTACHMENT E BUDGET SUMMARY

Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services Water
Treatment and Water Resources Engineering.

Resolution #2017-0903 Contract Dated July 11, 2017

Consultant Service Authorization: 11
Consultant: Kimley-Horn and Associates, Inc.
Project name: Loxahatchee River Restoration Local Initiative and Mecca Site Evaluation
WUD Project No.: 19-060

		Labor Classification and Hourly Rate						Sub Consultant
		Principal	Senior Prof Pr. Mgr	Professional	Intern Engineer/ Analyst	Snr Support Staff	Total	
Task	Loxahatchee River Rest. and Mecca Site Evaluation							
Number	Task Description						Labor	Services
1	Kick-Off Meeting and Workplan							
	Kick-Off Meeting and Meeting Prep	12	12	12	12		\$9,216.00	
	Review Existing Data and Relevant Information	36	36	8	8		\$20,004.00	
	Prepare Draft work plan	4	4		4		\$2,424.00	
	Prepare Final Work Plan	4	4		4	4	\$2,928.00	
	Project Management/Coordination Meetings with PBC	12	12			4	\$6,444.00	
	Quality Control	4	8				\$2,904.00	
	Subtotal Task 1	72	76	20	28	8	\$43,920.00	
2	Alternative Development and Screening							
	Coordination with PBC/SFWMD/USACE on Alternatives	8	8				\$3,960.00	
	Development of Alternatives (up to 8)	8	8	8	8		\$6,144.00	
	Development of Screening Approach	24	24	16	16		\$16,248.00	
	Review and Development of Performance Measures	4	4	4	4		\$3,072.00	
	Preparation of Materials for Task Force Meeting	4	4	8	16	4	\$5,556.00	
	Facilitate and Present at Task Force meeting	4	4	4	4		\$3,072.00	
	Prepare Draft Alternative and Screening Tech Memo	24	40				\$15,576.00	
	Project Management/Coordination Meetings with PBC	20	20			4	\$10,404.00	
	Quality Control	4	16				\$4,752.00	
	Subtotal Task 2	100	128	40	48	8	\$68,784.00	
3	Alternative Simulation and Effectiveness Evaluation							
	Screening Evaluations for up to (4) alternatives		7080	86	86		\$39,648.00	
	Coordination with SFWMD/USACE on Methodology	8	8				\$3,960.00	
	Development of River Restoration Flow		4	8	8		\$3,108.00	
	Prepare Draft Alternative Evaluation Results Tech Memo	4	12	6	6	2	\$5,718.00	
	Effectiveness Evaluation of 4 promoted alternatives	8	20				\$6,732.00	
	Prepare Final Alternatives Eval. Results Tech Memo	8	20			3	\$7,110.00	
	Project Management/Coordination Meetings with PBC	20	20			2	\$10,152.00	
	Quality Control	20	24	0			\$10,824.00	
	Subtotal Task 3	68	178	100	100	7	\$87,252.00	
	Labor Subtotal Hours	240	382	160	176	23		981
	Labor Raw Costs	\$88.00	\$77.00	\$54.00	\$37.00	\$42.00		
	Labor Multiplier	3.0	3.0	3.0	3.0	3.0		
	Labor Sub Total	\$264.00	\$231.00	\$162.00	\$111.00	\$126.00		
	Labor Total	\$63,360.00	\$88,242.00	\$25,920.00	\$19,536.00	\$2,898.00	\$199,956.00	
							\$199,956.00	
	Sub Consultant Labor Total	\$ -						
	Sub Consultant Multiplier							
	Subcontract Total	\$ -						
	Out of Pocket Expenses (Mileage, Copies, Printing, etc.)							
	Project Total	\$ -						\$199,956.00

Revised 6-28-19

ATTACHMENT F

**Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services Water Treatment
and Water Resources Engineering
Resolution #2017-0903 Contract Dated July 11, 2017**

AUTHORIZATION STATUS REPORT

SUMMARY OF SBE-M/WBE MINORITY BUSINESS TRACKING

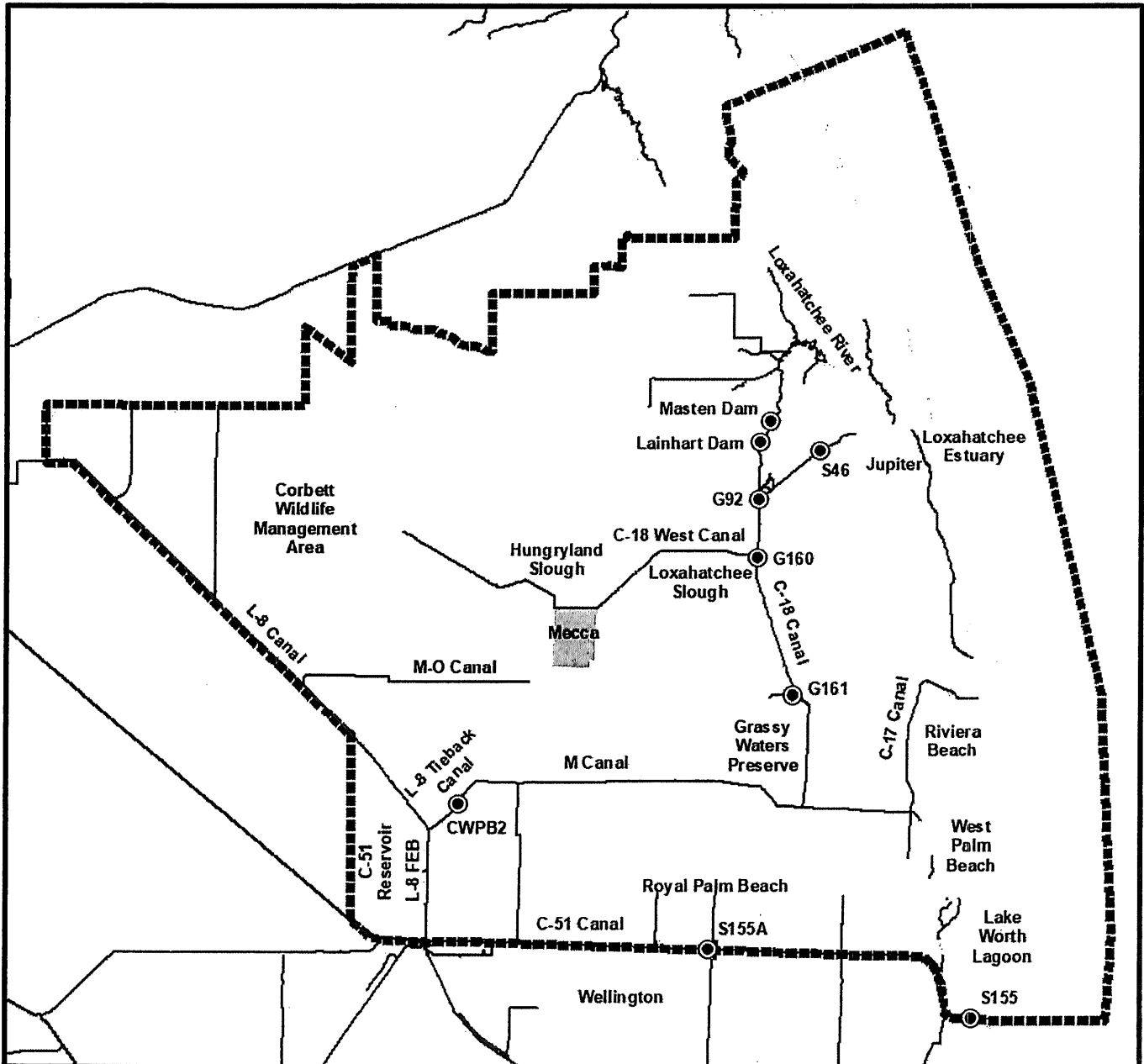
	SBE
Master Contract Goal: 28(%)	
Current Proposal	
Value of Authorization No. <u>11</u>	\$199,956.00
Value of SBE-M/WBE Letters of Intent	\$0.00
Actual Percentage	<u>0</u> %
Signed/Approved Authorizations	
Total Value of Authorizations	\$1,082,033.28
Total Value of SBE-M/WBE Signed Subcontracts	\$267,938.24
Actual Percentage	<u>24.76</u> %
Signed/Approved Authorizations Plus Current Proposal	
Total Value of Authorizations	\$1,281,989.28
Total Value of Subcontracts & Letters of Intent	\$267,938.24
Actual Percentage	<u>20.90</u> %

Revised 6-28-19

ATTACHMENT G

Palm Beach County Water Utilities Department
Contract for Consulting/Professional Services Water Treatment
and Water Resources Engineering
Resolution #2017-0903 Contract Dated July 11, 2017

LOCATION MAP



Loxahatchee River Restoration Local Initiative and Mecca Site Evaluation
Project No. WUD 19-060

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

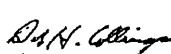
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh,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

COVERAGES CERTIFICATE NUMBER: 19-20 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 INSR	SUBR INSR	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	04/01/2019	04/01/2020	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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			4489663	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CX005FT19	04/01/2019	04/01/2020	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			015893685 (AOS) 015893686 (CA)	04/01/2019 04/01/2019	04/01/2020 04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA1904949	04/01/2019	04/01/2020	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 Palm Beach County Water Utilities Department c/o JDi Data Corporation 100 W Cypress Creek Rd, Suite 1052 Fort Lauderdale, FL 33309-0000	CANCELLATION 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 - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered 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", "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(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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:

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.

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.

CG 20 37 04 13