### PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

### AGENDA ITEM SUMMARY

Meeting Date:	October 22, 2019	Consent [X] Public Hearing	Regular[] []	
Department:	Water Utilities Department			

## Water Utilities Department

### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 12 to the Consulting/Professional Services Water Treatment and Water Resources Engineering Services Contract (Contract) with Kimley-Horn and Associates, Inc., (Consultant) for the Water Treatment Plant No. 11 (WTP 11) High Service Pump Station Electrical Building Improvements (Project) Construction Services for a not to exceed amount of \$306,267.12.

Summary: On July 11, 2017, the Board of County Commissioners (BCC) approved the Water Utilities Department (WUD) Contract (R2017-0903) with Consultant. CSA No. 12 provides for construction phase services for the Project. This Contract was procured under the requirements of the 2002 Small Business Enterprise (SBE) Ordinance (R2002-0064) prior to the adoption of the new Equal Business Opportunity (EBO) Ordinance on October 16, 2018. The SBE participation goal established by the 2002 SBE Ordinance was 15% overall participation. The Contract provides for 28% SBE participation which includes 7% Minority/Women Business Enterprise (M/WBE) participation. CSA No. 12 includes 48.09% SBE participation all of which is MBE (O) participation. The cumulative SBE and M/WBE participation is 30.03% and 14.51% respectively. Consultant is headquartered in Raleigh, North Carolina but maintains an office in Palm Beach County from which the majority of the work will be undertaken. The Project is included in the WUD FY20 budget. (WUD Project No. 18-005) District 6 (MJ)

Background and Justification: WTP 11 serves the Cities of Belle Glade, South Bay and Pahokee, in addition to unincorporated Palm Beach County. During Hurricane Irma in 2017, the high service pump station electrical building was at risk of inundation. Investigations have determined the electrical building was constructed more than two feet lower than the established flood elevation for the WTP 11 site. The Project includes the construction of a new high service pump station electrical building above the established flood elevation mitigating risks associated with flooding. In addition, the Project will increase operational efficiency by providing variable frequency drives on the high service pumps and clearwell transfer pumps and installing process analyzers to improve monitoring and control of the treatment process. CSA No. 12 will provide for professional engineering services during the construction phase of the Project including; construction oversight, shop drawing review, responding to contractor's requests for information, review of change orders, payment application review, production of record drawings and permit closeout support.

### Attachments:

- 1. Four (4) Originals of Consultant Services Authorization No. 12
- 2. Location Map
- Certificate of Liability Insurance 3.

Recommended By:	Jim Stilles	10-3-19
	<b>Operation</b> Director	Date
Approved By:	Thef Shu	10/15/19
	Assistant County Administrator	Date

### II. FISCAL IMPACT ANALYSIS

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

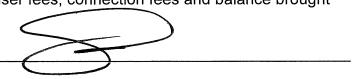
Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match County	<u>\$306,268</u> <u>0</u> <u>0</u> <u>0</u> <u>0</u> <u>0</u>	0 0 0 0 0			0 0 0 0 0
NET FISCAL IMPACT	<u>\$306,268</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>o</u> (	<u>0</u>
Budget Account No.: Fun	id <u>4011</u> Dep	t <u>721</u>	Unit <u>W026</u>	<b>Q</b> bject	<u>6541</u>
Is Item Included in Current Bu	dget?	,	Yes <u>X</u>	No	
Does this item include the use	of federal funds	?	Yes	No	Χ

Reporting Category <u>N/A</u>

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

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

C. Department Fiscal Review:



- III. REVIEW COMMENTS
- A. OFMB Fiscal and/or Contract Development and Control Comments:

10/4/19 OFMB

Con and Cont

Β. Legal Sufficiency: 10/15/19 Assistant County Attorney

C. Other Department Review:

**Department Director** 

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

### **CONSULTANT SERVICES AUTHORIZATION NO. 12**

#### Palm Beach County Water Utilities Department Consulting/Professional Services Water Treatment and Water Resources Engineering Services

#### Resolution #2017-0903 Contract Dated July 11, 2017

Project Title: <u>High Service Pump Station Electrical Building Improvements Construction</u> <u>Services</u>

WUD Project No.: <u>18-005</u>

Consultant: <u>Kimley-Horn and Associates, Inc.</u>

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

#### Budget Line Item No. <u>4011-721-W026-6541</u>

### District No.: 6

This Consultant Services Authorization provides for: \_

Construction Phase Services for the new Water Treatment Plant No. 11 (WTP11) High Service Pump Electrical Building. Construction Phase Services will entail submittal reviews, responses to Requests for Information, site inspections, progress meeting attendance, permitting support and preparation of record drawings. On November 11, 2017, the Board of County Commissioners approved Consultant Services Authorization (CSA) No. 4 with Kimley-Horn and Associates, Inc., to provide design, permitting and bidding services for the new High Service Pump Station Electrical Building at WTP11. CSA No. 12 provides for the continuation of Kimley-Horn and Associates' involvement through construction and project closeout.

(See ATTACHMENT A for detailed scope of services)

The Contract provides for <u>28</u>% SBE participation and <u>7</u>% M/WBE participation. This Consultant Services Authorization includes 48.09% SBE participation and 48.09% M/WBE participation. The cumulative SBE and M/WBE participation, including this authorization is 30.03% and 14.51% 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 <u>\$ 306,267.12</u>
  - B. Fixed price of <u>\$ 0.00 (N/A)</u>
  - C. Total \$<u>306,267.12</u>
- 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.

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### CONSULTANT SERVICES AUTHORIZATION NO. 12

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

Project Title: <u>High Service Pump Station Electrical Building Improvements Construction</u> Services

WUD Project No.: <u>18-005</u>

- 5. SBE participation is included in **ATTACHMENT C** under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization and Schedule 2 establishes the SBE contribution from each Sub-Consultant (Letter of Intent).
- 6. This Authorization does not amend, change, or modify the Contract dated <u>July 11, 2017</u> 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.

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### CONSULTANT SERVICES AUTHORIZATION NO. 12

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

### Project Title: <u>High Service Pump Station Electrical Building Improvements Construction</u> Services

### WUD Project No.: 18-005

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			ach County, Board y Commissioners
ATTEST:			-
Signed:	- CI	Signed:_ പ്രപ്	Mack Bernard, Mayor
Typed Name: Deputy Clerk	-	Date	
Approved as to Form and Legal Sufficiency		T: <u>Kimley</u>	-Horn and Associates, Inc.
Signed:	(Signa	iture)	
Typed Name: County Attorney		nen, P.E., and Title	<u>Sr. Vice President</u>
STATE OF FLORIDA COUNTY OF <u>Colim Beach</u> The foregoing instrument was acknowledged be by <u>ferrin</u> <u>shanne</u> as for <u>femlus</u> - Han and Assoc	or Vt	day.of	october 209
TAMATHA D CULPEPPER Notary Public - State of Florida Commission # GG 092219 My Comm. Expires Jul 4, 2021 Borded through National Notary Assn. Personally KnownOR Produced Identific	nt, Type, or Stan	matter np Commis	otary Rublic - State of Florida) Culpyper sioned Name of Notary Public) fication Produced

3

# **Kimley**»Horn

September 18, 2019

#### **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 18, 2018 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:

Richard N. Cook, Secretary

(corporate seal)



421 Fayetteville Street, Suite 600, Raleigh, NC 27601 kimley-horn.com 919 677 2000

## Kimley-Horn and Associates, Inc. STANDARD CONTRACT SIGNING AUTHORITY December 18, 2018 These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

ATLANTIC BALTIMORE Leffner, Nicholas

NEWPORT NEWS Weist, Jamie H.

NORTHERN VIRGINIA Albright, Michael R. Bollinger, Kyle T. Harris, Michael J. Kagawa, Ron M. Markham, Daniel C. McCray, Danielle R. Millot, Sean M. Samba, David B. Smith, Andrew T. Teague, M. Zach

PHILADELPHIA Caponigro, Anthony A. Hughes, Paul W.

PRINCETON Hebert, Carlin J. Motiana, Dhanesh

**RICHMOND** Boyd, Mark R. Ellington, David B. Perkins, Ryan R.

VIRGINIA BEACH Dallman, David B. Farthing, Andrew P. Funk, Gerald Niss, Robyn M. Wharton, Michelle L. Williams, Kyle D. Yee, Leong Wee

WHITE PLAINS Canning, T. John

CALIFORNIA LOS ANGELES Chakravarthy, Srikanth Chapman, Ryan S. Choi, Michael Osborne, Robin W.

<u>OAKLAND</u> Dean, Felicia C. Chang, Elbert

ORANGE Gillis, Brian R. Holst, Tyler J. Melchor, Jason J.

PLEASANTON Johnson, Miles R. Mehta, Parag G. Whaley, Tyler J.

RIVERSIDE Hoffman, Frank Tomas, Kevin G.

**SACRAMENTO** Carley, Daniel C. Tait, Zachary T.

SAN DIEGO Koopman, Jennifer R. McCormick, Matthew Sorenson, David K. Ulery, Megan R.

SAN JOSE Hamilton, Robert J. Worthington-Forbes, Laura

**FLORIDA** BOCA-DELRAY Spruce, Michael D.

FORT LAUDERDALE Dabkowski, Adrian K. Robertson, Stewart E.

FORT MYERS Van Buskirk, Peter T. Wicks, Amy N.

JACKSONVILLE Schilling, William J.

GAINESVILLE Brighton, Ali H. Towne, Christopher

MOBILE Walker, Jordan W.

**OCALA** Garri, Alan J. Gartner, Amber L.

<u>ORLANDO</u> Burkett, Leon F. Stickler, Jennifer J. Tate, Jr., S. Clif

SARASOTA Conerly, William E. Pankonin, James R.

ST. PETERSBURG Wood, William W. TAMPA

Hatton, Christopher C. Linden, Nathan R. VERO BEACH

Husainy, Kinan F. Thomas, Melibe S. Van Rens, Peter J. WEST PALM BEACH Fairchild, Angelina Potts, John E.

MIDWEST CHICAGO DOWNTOWN Lemmon, Peter

CHICAGO SUBURBAN Cooper, Jason C. Kaufman, Philip R. Rahman, M. Anees

**INDIANAPOLIS** Sheward, Bryan A

ROCHESTER Payne, Lucas C.

TWIN CITIES Elegert, Brandon R. Lincoln, Thomas J. Pertzsch, Jerry D. Robinson, Gregory W. Sieh, Patricia D. Witzig, Jeanne M.

MOUNTAIN <u>DENVER</u> Heiberger, John Skeehan, Daniel L. Sobieski, Dennis Steder, Matthew C.

LAS VEGAS Andryscik, Kory J. Belsick, Jody

MESA Burm, Jason M.

<u>PHOENIX</u> Burgess, Lisa M. Burns, Leslie D. Delmarter, Michael L. Haney, Stephen E. Woolery, Christopher C.

SALT LAKE CITY McDougald, Brandon D.

TUCSON Rhine, Timothy J.

SOUTHEAST **ALPHARETTA** Fanney, Angela L. Markland, Keith R. West, Brian B.

**ATLANTA** Ergle, Kevin B. ATLANTA MIDTOWN Bosman, Eric S. Coleman, Sean H. Strychalski, Raymond P. Triplett, Katherine R.

<u>CHARLESTON</u> Guy, Jonathan R. Warfield, M. Casey

**CHARLOTTE** Taylor, Benjamin S. Watts, Austin L.

**COLUMBIA** Williamson, Nicholas R.

DURHAM DOWNTOWN Lewellyn, Earl R.

**LEXINGTON** Heustess, Aaron M.

MEMPHIS Monroe, Kenneth W.

NASHVILLE Boles, Brendan Creasman, Brett McMaster, Ryan

RALEIGH Bostic, Christopher O. Cochran, Adam P. Gresham, Teresa R. Hachem, Stephanie L. Howell, Cory J. Moore, Jeffrey W. Reed, Elizabeth A. Robinson, Larry D.

TEXAS AUSTIN Hudson, Harrison Mason, Sean R. Neal, Trey A. Parker, Brian J. Smith, Robert J.

BRYAN/COLLEGE <u>STATION</u> Harris, Joseph C.

DALLAS Galloway, Steven D. Gaskey, Kevin S. Kacir, Kent C. Lucas, Matthew A. Meza, Sarah M. Millner, Daniel C. Moss, Bradley J. Sulkowski, Nicholas E. FORT WORTH Morales, Hugo

FRISCO Coppin, Thomas G. Dickey, Kyle A. Kennedy, Russell L. Safford, Ryan C.

HOUSTON Frysinger, Ashley M. Kirkland, Mark R.

LAS COLINAS Ante, L. Nathan Delmotte, Ryan M.

MCKINNEY Riccardi, Joseph C.

SAN ANTONIO Cox, B. Matthew Holscher, Nicholas F.

THE WOODLANDS Freeman, Jr., Steven C.

#### Kimley-Horn and Associates, Inc. FULL CONTRACT SIGNING AUTHORITY December 18, 2018

ATLANTIC BALTIMORE Falk, Katherine W. Kraft, Jonathan H.

HOBOKEN Gibson, Adam T.

NEWPORT NEWS Collins, Carroll E.

NORTHERN VIRGINIA Ameel, Adrienne C. Carter, Erica V. Elman, Paul D. Giffin, Geoffrey D. Kauppila, John L. Lefton, Steven E. Martin, Robert J. Murphy, Terence T. Sauro, Thomas J. Stevens, Ross S. Whyte, Richard D. Yarnal, Brian D.

PRINCETON Diggan, Tony W.

<u>RICHMOND</u> Brewer, Brian J. Harmon, Amanda R. Hill, Corey Lickliter, Ashley C. McPeters, Brian A. Musarra, Salvatore J. White, Timothy E.

VIRGINIA BEACH Chambers, Jon S. Crum, Katie E. France, William D. Jucksch, Rebecca R. Mackey, William F. Marscheider, Edward A. Mertig, Karl E. Miller Edward W. Nash, William A. Royal, Jack R. Tewksbury, Carl F. Votava Charles F.

WHITE PLAINS Van Hise, Kevin

CALIFORNIA LOS ANGELES Blume, Robert D. Fares, Jean B. Kerry, Nicole M. Kyle, Gregory S Phaneuf, Alyssa S. <u>OAKLAND</u> Akwabi, Kwasi Dankberg, Adam J. Durrenberger, Randal R.

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

<u>PLEASANTON</u> Mowery, Michael C. Pulliam, John E. Sowers, Brian E.

<u>SACRAMENTO</u> Melvin, Enda Pittalwala, Fareed S. Weir, Matthew D.

SAN DIEGO Barlow, Matthew T. Espelet, Leonardo E. Harry, Jennifer L. Kaltsas, Joseph D. Knapton, Michael J. Landaal, Dennis J. McWhorter, Samuel L. Podegracz, Anthony J. Ross, Michael S.

<u>SAN JOSE</u> Hedayat, Leyla Meyerhofer, Peter N. Venter Frederik J

FLORIDA BOCA-DELRAY Schwartz, Michael F. Webber, Jason A.

FORT LAUDERDALE Alam, Mudassar M. Capelli, Jill A. Falce, Christopher T. McWilliams, John J. Ratay, Gary R. Saxena, K.K.

JACKSONVILLE Brenny, Martin T. Mecca, Joseph P. Roland, George E.

LAKELAND Bulloch, Kelly B. Lewis, Jason A. Wilson, Mark E. <u>MIAMI</u> Baldo, Burt L. Buchler, Aaron E. Collier, Julio A. Fernandez, Jorge L.

<u>OCALA</u> Bryant, M. Lewis Busche, Richard V.

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

<u>SARASOTA</u> Klepper, B. Kelley Nadeau, Gary J. Schmid, Seth E. Stovall, Thomas M.

<u>ST. PETERSBURG</u> Dodge, Dawn M.

TALLAHASSEE Barr, Richard R. Sewell, Jon S. Wetherell, Ryan S.

<u>TAMPA</u> Gilner, Scott W. Lee, Nathan Q.

VERO BEACH Cave, Derrick B. Good, Brian A. Peed, Brooks H. Roberson, Kevin M. Stephens, Britt L.

WEST PALM BEACH Atz, John C. Barnes, R. Russell Campbell, David C. Heggen, Christopher W. Mufleh, Marwan H. Rapp, Bryan T. Schanen, Kevin M. Sumislaski, James M. Walthall, David W.

MID-WEST <u>CHICAGO</u> <u>DOWNTOWN</u> Dvorak, Jr., William E. Marnell, Colleen L. Morton, Jr., Arthur J. West, Craig L. <u>CHICAGO</u> <u>SUBURBAN</u> Antony, Dean M. Heinen, Andrew N. Sjogren, Timothy

<u>COLUMBUS</u> Muller, Justin M.

INDIANAPOLIS Butz, Jr., William A.

TWIN CITIES Bishop, Mark C. Coyle, Daniel J. Danielson, Paul B. Henderson, Benjamin J. Horn, Jon B. Leverett, Christopher C. Matzek, William D. Williamson, Sarah T.

MOUNTAIN DENVER Colvin, Scott W. Krell, Gabriel M. Phelps, Randall J. Rowe, Curtis D. Salvagio, Robin Turner, Meaghan M. Valentine, Brian W.

LAS VEGAS Ackeret, Kenneth W. Colety, Michael D. Moles, Richard A.

MESA Grandy, Michael L. Margetts, Sterling T. 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. Purtle, Vicki L. Schiller, Michael G. Smalkoski, Brian R. Williams, Laura J.

<u>RENO</u> O'Brien, Molly M.

SALT LAKE CITY Johnson, Zachary A. TUCSON Crowther, Brent C.

SOUTHEAST ALPHARETTA Fanney, Lawson H. Hamilton, James R. James, Alvin B. Walker, John D. Webb, Floyd C.

<u>ATLANTA</u> Newton, Gary T. Rushing, Michael L.

ATLANTA MIDTOWN Fink, Kenneth L. Johnston, Sean P. Meador, Emily H. Montanye, Emmeline F. Ross, Robert A. Stricklin, David L.

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

COLUMBIA Iser, Christopher M.

DURHAM DOWNTOWN Beck, Chadwick W.

<u>MEMPHIS</u> Collins, James F. Danley, Drake E.

<u>NASHVILLE</u> Dufour, Zachary J. Rhodes, Christopher D.

RALEIGH Adams, Richard C. Balltzglier, Lindsey Barber, Barry L. Byrd, Michael N. Cook, Richard N. Deans, Neil T. Dunzo, Mark W. Flanagan, Tammy L. Kuzenski, John McEntee, David L. Nuckols, Charles A. Rohrbaugh, Richard R. Squires, Christopher A. Sutter, Karl V. Venters, Samantha Wilson, Jon E. Wilson, Mark S.

**TEXAS** <u>AUSTIN</u> Boecker, Brian C. Van Leeuwen, Andrew

DALLAS Hall, James R. Harris, Mark E. Henigsman, Dean A. Hoppers, Kevin P. Nathan, Aaron W. Smith, Eric Z. Swindler, Roderick P.

FORT WORTH Arnold, Scott R. Gary, Glenn A. James, Jeffery

<u>FRISCO</u> Brignon, Brit A. McCracken, Paul D.

HOUSTON Frysinger, Chris V. Guillory, Michael B.

LAS COLINAS Tribble, Guy B.

SAN ANTONIO Farnsworth, Jeffrey A.

#### LIST OF ATTACHMENTS

### CONSULTANT SERVICES AUTHORIZATION NO. 12

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

ATTACHMENT - A	Scope of Services
ATTACHMENT - B	Summary and Status of Authorizations
ATTACHMENT - C	OEBO Schedules 1 and 2
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 Title: <u>High Service Pump Station Electrical Building Improvements Construction</u> Services

#### WUD Project No.: 18-005

#### Background

On November 11, 2017, the Board of County Commissioners approved Consultant Services Authorization No. 4 with Kimley-Horn and Associates, Inc., to provide design, permitting and bidding services for the new High Service Pump Station Electrical Building at WTP11. The design and permitting phases have been completed and the construction of the project was recently bid. This CSA continues the involvement of Kimley-Horn and Associates, Inc., through the construction phase of the Project and to its completion. The following scope of services consists of construction phase services for new the WTP11 High Service Pump Station Electrical Building.

#### **Scope of Services**

Consultant will provide construction phase services for the new electrical building holding the High Service Pump Station (HSP) at WTP11 to replace the existing electrical building that is prone to flooding during wet weather. Construction phase services will consist of; submittal reviews, responses to Requests for Information (RFI), field observations/inspections, meeting attendance, review of contractor's payment applications, preparation of reports, permitting closeout support, certification of substantial and final completion and preparation of record drawings. Consultant will use subconsultant Hillers Electrical Engineering, Inc., (HEE) for electrical consulting services and Supervisory Control and Data Acquisition (SCADA) programming of the new High Service Pump Station Electrical Building Programmable Logic Controller (PLC).

The Consultant's construction phase services will endeavor to provide the Owner a greater degree of confidence that the completed work by its contractor(s) will conform to the construction documents. The Consultant neither guarantees the performance of contractors nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. Work that the Consultant believes does not comply with the contract documents will be brought to the attention of the Palm Beach County Water Utilities (PBCWUD) and the Contractor. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs and safety practices. The Consultant shall not have any authority or responsibility to stop or direct the work of any contractor.

Task 1.1 - Project Management: Consultant will provide project management of consultant's team and subconsultants and include administrative services consisting of; coordination and communication, monthly processing of the Consultant's invoices with supporting information, responses to revisions, preparation of progress reports and logs, and general administrative duties consisting of scanning, copying, printing, revising and updating documents needed for the project.

Task 1.2 - Meetings: Consultant will attend one (1) on-site kick-off (pre-construction) meeting and up to eighteen (18) on-site progress meetings (HEE Task 7). Consultant will prepare agendas, conduct the meetings and prepare and distribute subsequent meeting minutes.

It is assumed that the construction will be substantially complete in sixteen (16) months and be at final completion in eighteen (18) months.

Task 1.3 - Construction Administration: Consultant will provide contract document interpretation as well as submittal, change order and construction schedule reviews. Consultant will answer requests for additional information and issue clarifications as appropriate. Submittals will be reviewed for conformance with the intent of the contract documents. It is assumed that up to ten (10) submittals and one (1) resubmittal will be reviewed (HEE Task 5 provides for up to thirty-one (31) submittals). Shop drawings will be submitted directly to the Consultant. The Consultant will review submittals, obtain comments and return copies to the contractor and PBCWUD.

Task 1.4 - Site Visits and Inspections: It is anticipated that the construction phase from notice to proceed to substantial completion will take approximately sixteen (16) months, and that on-site inspections and observations will include up to fifty (50) site visits for the mechanical, structural, site civil and underground work. It is assumed that up to twenty (20) periodic site visits (HEE Task 6) will be provided to observe installation of electrical equipment. Anticipate up to one (1) site visit by Neptune Fire Protection Engineering LLC to observe the installation and testing of the Sapphire fire suppression system.

Task 1.5 – RFI: Consultant will respond to reasonable requests for information and contract clarifications, provide interpretation of documents and technical specifications, provide revised and written responses to requests related to the project, including up to ten (10) RFIs, contract clarifications and work change directives/change orders. (HEE Tasks 3 and 4).

Task 1.6 – Pressure Test Witnessing: Consultant will witness pressure testing of the new piping systems and include up to four (4) individual site visits specifically intended for two-hour pressure testing related to the new suction piping.

Task 1.7 – Monthly Pay Request: Consultant will review preliminary and final monthly pay requests submitted by Contractor. It is assumed up to eighteen (18) monthly pay requests will be reviewed.

Task 1.8 – Record Drawings: Consultant will prepare record drawings based on information provided by the contractor and information collected in the field during site visits. The effort in preparing record drawings is based on the construction being within general conformance of the bid documents without significant changes to the design documents. Consultant will furnish four (4) printed copies of 24 x 36 drawings and an electronic copy in both Portable Document Format (pdf) and Computer-Aided Design Drawing (CADD) formats to PBCWUD. (HEE Task 10).

Task 1.9 – Permitting Support: Consultant will prepare and submit a Florida Department of Environmental Protection (FDEP) certification of construction completion and a request for clearance to place piping and valves into operation (FDEP Form 62-555.900[9]) if the work is found to be in substantial conformance with the contract documents. Record drawing information will be provided and included with the certification package. (HEE Task 10). Consultant will coordinate the Building Department permit(s) close out process and provide a permit close out package with relevant documentation.

Task 1.10 – Substantial and Final Completion Certification: Consultant will conduct substantial and final completion inspections of the work completed and prepare preliminary and final punchlists for work to be completed (HEE Task 8). Consultant will prepare and provide certificates of substantial and final completion if the work is found to be in substantial conformance with the contract documents.

Task 1.11 – Startup and Testing: Consultant will witness startup of equipment and mechanical systems consisting of pump operation with new Variable Frequency Drives (VFDs), new check valves, yard piping and valving associated with redundant tank supply piping, instrumentation, Heating Ventilation and Cooling (HVAC) systems, etc. (HEE task 9).

Task 1.12 - PLC Programming: Consultant, through HEE subconsultant, will modify the water plant high service pump PLC programming to include all the instruments and rotating equipment for HSP electrical building operation and control as shown on the design drawings (HEE Task 11). SCADA Human Machine Interface (HMI) programming is assumed to be performed by PBCWUD staff and coordinated between HEE and PBCWUD staff.

### **DELIVERABLES**

The following deliverables will be provided as a result of the efforts described in the Scope of Services:

- Meeting agendas and minutes
- Record drawings six (6) printed copies 24x36, one (1) electronic copy in both pdf and CADD formats
- Certificates of Substantial and Final Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation DEP Form 62-555.900(9)
- Field reports
- Change Orders and Change Order Log
- Clarifications
- Shop Drawings and Shop Drawing Log
- RFIs and RFI Log

### **ITEMS NOT INCLUDED**

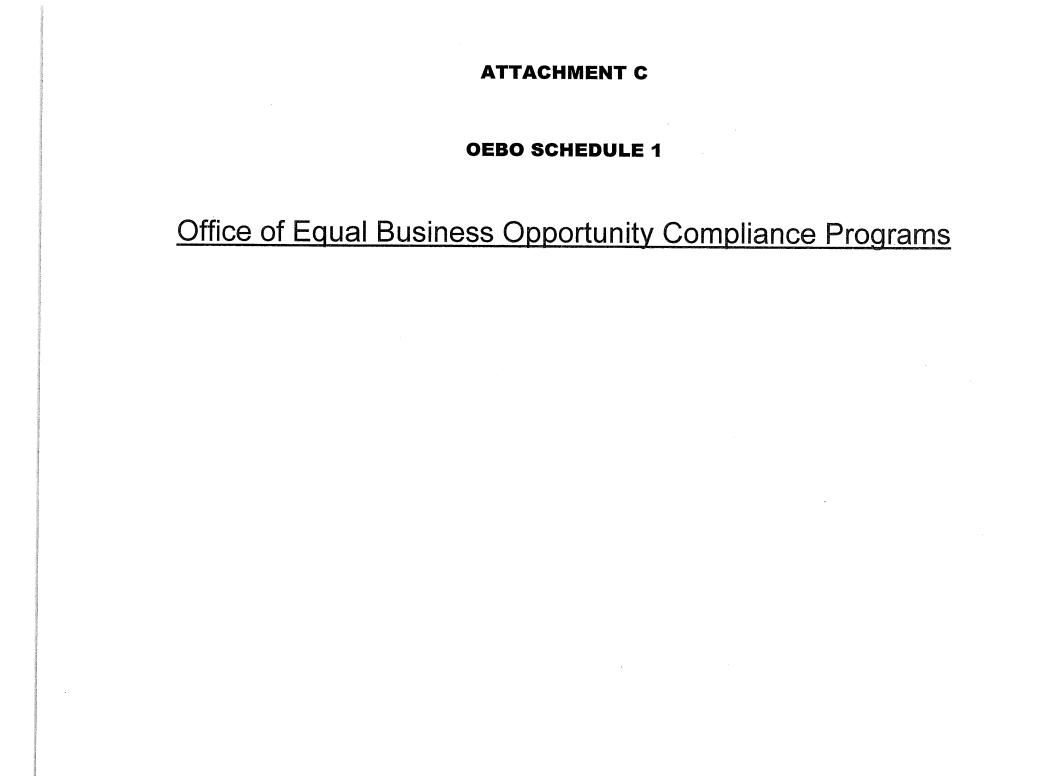
The following items are not included in the Scope of Services and are assumed to be provided or performed by others. Some of these may be required depending on circumstances that may arise during the execution of this project. Other items that may be considered additional services are mentioned herein.

- Redesign and preparation of revised documents due to substantial changes in the contract documents and design
- Additional permitting

### ATTACHMENT B

#### SUMMARY AND STATUS OF CONSULTANT SERVICES AUTHORIZATIONS

Auth. No.	WUD Project No.	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	Арр Ву	roved Date
1	15-058	Water Treatment Plant No. 11 Production Well 11	Approved	\$138,402.12	\$94,767.12	68.47 %	BCC	Sept 26, 2017
1.1	15-058	Water Treatment Plant No. 11 Production Well 11	Approved	\$11,634.00	\$0.00	0.00%	Director	Jan. 23, 2019
2	17-066	General Water Engineering Svcs.	Approved	\$45,000.00	\$0.00	0.00%	Director	Aug. 25, 2017
3	17-068	Water Treatment Plant No. 2 MIEX Treatment Evaluation	Approved	\$49,982.35	\$41,420.35	82.86%	Director	Sept. 20, 2017
3.1	17-068	Water Treatment Plant No. 2 MIEX Treatment Evaluation	Approved	\$46,050.93	\$32,970.93	71.59%	Director	May 14, 2018
4	18-005	High Service Pump Electrical Building Improvements	Approved	\$183,829.20	\$92,827.20	50.49%	BCC	Mar. 13, 2018
4.1	18-005	High Service Pump Electrical Building Improvements	Approved	\$15,676.64	\$5,952.64	37.97%	Director	Oct. 16, 2018
4.2	18-005	High Service Pump Electriçal Building Improvements	Approved	\$29,658.00	\$0	0%	Director	Mar. 5, 2019
4.3	18-005	High Service Pump Electrical Building Improvements	Pending	\$25,271.68	\$3,839.68	15.19%	CRC	
5	18-025	Water Treatment Plant No. 11 Membrane Replacement Pilot Study	Approved	\$185,745.00	\$0	0%	BCC	May 1, 2018
6	15-059	Water Treatment Plant No. 11 Production Well 11 Raw Water Main	Approved	\$37,170.00	\$0	0%	Director	July 2, 2018
7	19-009	General Water Engineering Services	Approved	\$45,000.00	\$0	0%	Director	Feb. 5, 2019
8	19-024	Water Treatment Plant No. 11 RO Train Evaluations	Pending	\$60,000.00	\$0	0%	CRC	
9	19-026	Water Treatment Plant No. 11 Turbidity Management Evaluation	Approved	\$94,800.00	\$0	0%	CRC	May 1, 2019
10	19-036	Water Treatment Plant No. 8 Rehabilitation and Replacement Evaluation	Approved	\$194,345.04	\$60,365.04	31.06%	BCC	June 18, 2019
11	19-060 <sup>I</sup>	oxahatchee River Restoration Local Initiative and MECCA Site Evaluation	Approved	\$199,956.00	\$0	0%	BCC	July 2, 2019
12	18-005	High Service Pump Station Electrical Building Improvements	Pending	\$306,267.12	\$147,305.12	48.09%	BCC	



#### ATTACHMENT C **OEBO SCHEDULE 1**

#### LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

High Service Pump Station Electrical Building

SOLICITATION/PROJECT/BID NAME: Improvements Construction Services	SOLICITATION/PROJECT/BID No.:						
NAME OF PRIME RESPONDENT/BIDDER: Kimley-Horn and Associates, Inc.	ADDRESS: 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411						
CONTACT PERSON: Mark Miller, P.E.	PHONE NO.:						
SOLICITATION OPENING/SUBMITTAL DATE:	DEPARTMENT: Water Utilities Department						

SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_

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

	(Che <u>Non-SBE</u>	ck all Applicable Cate <u>M/WBE</u>	egories) <u>SBE</u>		DOLLAR AMO	UNT OR PERCENT	AGE OF WORK	
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
<ol> <li>Kimley-Horn and Associates, Inc.</li> <li>1920 Wekiva Way, Suite 200</li> <li>West Palm Beach, FL 33411</li> </ol>	$\checkmark$							\$154,212.00
<ol> <li>Hillers Electrical Engineering, Inc.</li> <li>23257 State Road 7, Suite 100 Boca Raton, FL 33428</li> </ol>		$\checkmark$	$\checkmark$					\$147,305.12 ASIAN
<ol> <li>Neptune Fire Protection Engineering LLC</li> <li>60 Ocean Blvd., Suite 6 Atlantic Beach, FL 32233</li> </ol>	$\checkmark$						\$4,750.00	
4.								
5.								
(Please use additional sheets if necessary)			Total				\$4,750.00	\$301,517.12
Total Bid Price \$306,267.12			Total SBE	- M/WBE Participation	\$147,305.12/48.09	9%		
I hereby certify that the above information is accura	te to the best of		Ma	Mul			Sr. Vice Presi	
			Mark Miller	, P.E. Signature			TI	tle
Note: 1. The amount listed on this form 2. Firms may be certified by Palm category.								

3. Modification of this form is not permitted and will be rejected upon submittal.

### **OEBO SCHEDULE 2**

Office of Equal Business Opportunity Compliance Programs

#### **OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 18-005

SOLICITATION/PROJECT NAME: High Service Pump Station Electrical Building Improvements

Name of Prime: Kimley-Horn and Associates, Inc.

(Check box(s) that apply) □SBE □WBE □MBE □M/WBE ⊡Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

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

 Column 1

 Column 2

Male Female African-American/BlackAsian American Caucasian American Hispanic American Native American

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

Line item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Fire Supression		1		\$4,750.00
	•				
			······································		
				·	

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$4,750.00

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

#### N/A

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

Price or Percentage: <u>N/A</u>

Kimley-Horn and Associates, Inc.

Sr. Vice President

Title Date: 9 14 19 Neptune Fire Protection Engineering LLC

Print Name of Subcontractor/subconsultant NGN By:

Authorized Signature Stephen Kowkabany, P.E.

Print Name

Principal

Title Date:

110-19

Revised 02/28/2019

### ATTACHMENT C

#### **OEBO LETTER OF INTENT – SCHEDULE 2**

<u>A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document.</u> All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 18-005

SOLICITATION/PROJECT NAME: High Service Pump Station Electrical Building Improvements

Name of Prime: Kimley-	Horn and Associates, Inc.		
(Check box(s) that apply) SBE WBE MBE	M/WBE Non-S/M/WBE	Date of Palm Beach County Certification (if applica	ble):
The undersigned affirms th <u>Column 1</u>	ey are the following (select one fi <u>Column 2</u>	rom each column):	
☑ Male □ Female	African-American/Blac	kZAsian American	

Hispanic American

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Electrical Engineering		1		147,305.12

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$147,305.12

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

#### N/A

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

Price or Percentage: N/A

Kimley-Horn and Associates, Inc.

Print Name of Prin M 1 By Authorized Signature

Mark D. Miller, P.E.

Print Name

Sr. Vice President

Title 9/16/A Date:

Hillers Electrical Engineering, Inc.

Authorized Signature

Print Name of Subcontractor/subconsultant By: ) ر

Tom Doran

Print Name

Vice President

Title

Date: 7-16-2015

Revised 02/28/2019

### 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)

Construction phase services

600 Calendar Days

### ATTACHMENT – E BUDGET

Palm Beach County Water Utilities Department

Consultaing/Professional Services Water Treatment and Water Resources Engineering Services Consultant Services Authorization: <u>12</u> Consultant Vinley Llam and Associated by Resolution #<u>2017-0903</u> Contract Dated July 11, 2017

Consultant: Kimley-Horn and Associates, Inc.

Project Title: High Service Pump Station Electrical Building Improvements Construction Services WUD Project No.: <u>18-005</u>

	CSA No. 12							L	abo	or Classificatio	n and H	lourly	Rate				
		Pri	ncipal	5	Senior Prof			Intern									Sub
Task	Water Treatment Plant #11 HSP Elec Bldg SDC's		Pr. Mgr	Р	rofessional	Engineer/ Analyst	Τ	Designer/Insp		ch port	Snr Support Staff	Support Staff	Total		Consultant		
Number	Task Description				MDM		TH/AC	EG/RD						Labor		Services	
1	Services During Construction									······································				12		7 A	Sec. 1
1.1	Project Management			Ι	36				Т		Ι		54		\$ 15,120.0		
1.2	Meetings				54	·		5	4	36			24		\$ 26,460.0	0 \$	613.4
	HEE Electrical (Task 7)								T							\$	9,133.4
1.3	Construction Administration			1	10			8	0		1				\$ 11,190.0	0 \$	38,305.9
1.4	Site Visits and Inspections			T						260			60		\$ 43,440.0	0 \$	10,042.2
1.5	Requests for Information (RFI)				12			1	2	617 a - 97 ( 20 h	1		40		\$ 9,144.0	0 \$	16,778,7
	HEE Electrical (Task 4)								+							\$	
1.6	Pressure Test Witnessing		- 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						╈	12			12		\$ 3,168.0	5	
1.7	Monthly Pay Request				16			3	2					16	\$ 8,592.0		
1.8	Record Drawings				8			4	0	20				12	\$ 10,056.0		9,656.0
1.9	Permit Support				8		1	1	6					6	\$ 4,128.0	_	-1
1.10	Substantial and Final Completion Certification				6				8	16				12	\$ 5,490.0		9.610.5
1.11	Startup and Testing		******		24			4	0	24					\$ 13,296.0	_	·····
	Neptune Fire System				4				4				4		\$ 1,872.0	`	
1.12	PLC Programming (HEE)			1	4			1:	2						\$ 2,256.0	-	
	Subtotal Task 1		0		182		0	298	+	368	c	)	194	46	\$154,212.0	_	
															+		
	Labor Subtotal Hours		0		182		0	298		368	C		194	46			1088
	Labor Raw Costs	\$	89.00	\$	77.00	\$	54.00	\$ 37.00	1	\$ 46.00	\$ 4	2.00	\$ 42.00	\$ 28.00			· · · · · ·
	Labor Multiplier	3	.0		3.0	-	3.0	3.0	T	3.0	3.	0	3.0	3.0			
	Labor Sub Total	\$ 2	267.00	\$	231.00	\$	162.00	\$ 111.00	1	\$ 138.00	\$ 12	6.00	\$ 126.00	\$ 84.00			
	Labor Total (KHA)	\$	1	\$	42,042.00	\$	-	\$ 33,078.00	1	\$ 50,784.00	\$	-	\$24,444.00	\$ 3,864.00	\$154,212.00		
	Labor Total (HEE)														\$147,305.12		<u></u>
	Sub Consultant Labor Total	\$	-						Τ							\$	152,055.12
	Sub Consultant Multiplier																1.0
	Subcontract Total	\$	-													\$	152,055.12
	Out of Pocket Expenses (Mileage, Copies, Printing, etc.)															\$	-
	Project Total	\$	-													\$	306,267.12
									Ι						%SBE	1	48.09%

## HEE

### HILLERS ELECTRICAL ENGINEERING, INC.

July 16, 2019 (Rev. August 7, 2019)

Mark Miller, P.E. Kimley-Horn 1920 Wekiva Way, Suite 200 West Palm Beach, FL 33411

Subject: WTP11 High Service Pump Electrical Building Replacement – Engineering During Construction Services

Dear Mark:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide Kimley-Horn a proposal for Engineering during Construction Services (Electrical, I&C, and Fire Alarm) and PLC Programming related to the above referenced project. Our scope will follow Kimley-Horn's latest Scope of Work /Task Authorization between Palm Beach County Water Utilities Department (Owner) and Kimley-Horn and Associates, Inc. (Consultant). Our Engineering during Construction Services scope will include the following:

Task 1: Attend pre-construction meeting.

Task 2: Not used.

Task 3: Response to RFI's/contract clarifications related to electrical, fire alarm, access control, camera system, and instrumentation & control systems. (Up to 28 RFI's/contract clarifications, 4 hours per RFI's/contract clarification)

Task 4: Prepare change orders related to electrical, fire alarm, access control, camera system, and instrumentation & control systems. (Up to 8 change orders, 4 hours per change order)

Task 5: Review of shop drawings related to electrical, fire alarm, access control, camera system, and instrumentation & control systems. Review mechanical equipment shop drawings, including HVAC systems, as well as the fire protection system for coordination with the electrical, fire alarm, and instrumentation & control systems. (Up to 31 shop drawings, 8 hours per shop drawing)

Task 6: Perform periodic site visits (Up to 20 site visits, 4 hours per visit).

Task 7: Attend progress meeting (Up to 18 meetings, 4 hours per meeting).

Task 8: HEE will witness specialty installations such as shutdown and temporary connections, waterproof splicing, etc. and perform preliminary and final inspections.

23257 State Road 7, Suite 100, Boca Raton, Florida 33428 561-451-9165 Fax: 561-451-4886

Below is the breakdown list of specialty installations:

- Shutdown, changing plug and adding ARM switch at SWBD-1 in Membrane Building: 8 hours.
- Shutdown, replacing plug and adding ARM switch at SWBD-2 in Membrane Building: 8 hours.
- Checking temporary equipment setup before switching power at MCC-4 and temporary generator power at new HSP Building: 4 hours.
- Shutdown, removing portion of MCC-4, new j-box-4A and feeder wire splicing at existing HSP Electrical Room: 8 hours.
- Checking temporary equipment setup before switching power at MCC-3: 4 hours.
- Shutdown, removing portion of MCC-3, new j-box-3A and feeder wire splicing at existing HSP Electrical Room: 8 hours.
- Splicing of other remaining wires in j-box-4A: 8 hours
- Splicing of other remaining wires in j-box-3A: 8 hours
- HSP motor shaft grounding installation on 1<sup>st</sup> pump: 2 hours.
- Preliminary punch list: 8 hours + 2 hours on creating the punch list
- Final punch list: 4 hours

Task 9: HEE will witness loop check, start-up, and testing related to electrical, fire alarm, access control, camera system and instrumentation & control systems. Depending on the construction sequence and schedule, some signals may need to be terminated at the existing RIO-8 panel and relocated to new RIO-8 later. This will require loop checking to new RIO-8A again and minor modification of the existing PLC program during signal relocation. HEE will provide one PLC programmer to witness loop check at the PLC and SCADA system. HEE will not include construction coordinate hours for loop check and will not be verifying the functional of loop at the instrument end. It will be sole responsibility of the I&C Contractor. If any troubleshooting is needed during loop check and cannot be performed by the I&C Contractor, it will be troubleshooted by Electrical Contractor. If this delay the startup, it will not be responsible by HEE. 64 hours for PLC programmer is included for loop check. There will be startup for 4 HSP VFD's, 3 transfer pump VFD's, MCC's, and other loads during switching loads to new MCC's. 36 hours are allocated for startup services. HEE will witness testing of wires and electrical equipment. 20 hours are allocated for witness testing services.

Task 10: HEE will prepare record drawings and sign/seal drawings for final record set.

Task 11: HEE will perform PLC programming services will include modifying/rewriting high service pump control strategy from 2 VFD's with 2 CS (constant speed) to 4 VFD's control, moving a few or a group of I/O's from existing RIO-8 and new RIO-8A and temporarily modify the PLC program as needed to keep the system in operation, coordinating with the PBC SCADA group, PLC startup, and I/O loop check. It is anticipated a new RIO-8A panel will be installed and existing signals will be relocated (one system or one module at a time). The PLC programmer will be present at the job site to update the PLC program before and after each time the signals are relocated. Loop check will be performed after each or a group of signals are relocated. Below is the breakdown list of PLC programming services:

PLC programming for HSP logic: 60 hours programmer, 4 hours PM, 16 hours PE (preparing logic, modification and simulation off site)

- PLC programming for HSP logic onsite testing and troubleshooting: 8 hours
- PLC programming for transfer pump logic and other existing logic: 8 hours (checking logic and modifying logic off site)
- PLC programming for new instruments, new signals, etc. I/O mapping, scaling, etc. 40 hours
- PLC program for disabling some components during power feed and equipment switchover: anticipate 4 days effort (32 hours of programmer)
- PLC startup and SCADA coordination: 3 days (24 hours)
- Other troubleshooting after startup: 8 hours

Our proposed not-to-exceed fee for Engineering during Construction Services, including PLC programming is \$147,305.12, as per attached fee breakdown sheet.

If you have any questions, please do not hesitate to call me.

Sincerely,

Thein Win, P.E.

PBCWUD WTP11 HSP Electrical Room Engineering In Constructon Fe	P	1	<u> </u>	1				
HILLERS ELECTRICAL ENGINEERING, INC.	<u> </u>				·			
Scope Fee Breakdown - Engineering In Construction Phase Services								
Date: 6/29/2019 (Rev. 8/7/2019)								
Rew Rete	\$74.00							
	the second s	\$54.00	\$54.00	\$40.00	\$44.00			
Base Rate		2,84	2.84	2.84	2.84			
	Prol. Mari.	\$153,36	\$153,36	\$113.60	\$124.96			
PHASE OF WORK	Hours	Profess Eng.	Programming	Const. Coord		SUBTOTAL	TASK	TOTAL
Task 1: Pre-Construction Meeting		Hours	Hours	Hours	Hours	Hours	COST	COST
	+	4	0	0	•	4	\$613,44	
Task 2: Conformed Set Drawings/Prebid Modifications	0							
		0	0	0	0	0	\$0,00	
Task 3: RFI/Contract Clarifications (Up to 28 RFI's)	14	<i>r</i> *						
	+!*	56	0	0	42	112	\$16,778.72	1
Task 4: Change Orders (Up to 8 CO's)	<u> </u>							-
	8	18	. 0	0	8	32	\$5,134.72	
Task 5: Shop Drawing Review					-			
	16	216	0	16	0	248	\$38,305.92	
Task 6: Site Visit (up to 20)								
	0	24	0	56	0	80	\$10,042.24	· · · · · ·
Fask 7: Progress Review Meetings (up to 18)								
den for hogiess ite view meetings (up to 18)	0	24	0	48	0	72	\$9,133.44	
ask 8. Witness Constally Installation Built to a state								
Fask 8: Witness Specialty Installation, Preliminary & Final Inspections	0	36	0	38	0	72	\$9,610.55	
ask 9: Witness Loop Check, Start-up and Testing								
Lak 3, Witness Loop Check, Start-up and Testing	. 0	24	64	32	0	120	\$17,130.88	
ask 10: Prepare Record Drawings								······································
don to. Trepara Necolu Diawiligs	0	28	0	12	32	72	\$9,555.00	
Construction Block Block								and the subscription of the second
Construction Phase Services Total								\$118,405,92
Total Labor and Expanses								
Total Hours	38	428	64	200	82			
	\$7,985.08	\$65,638.08	\$9,815.04	\$22,720.00	\$10,245.72			\$116,405.92
								\$110,900.34
ask 11: PLC PROGRAMMING, PLC START-UP	4	16	180	0	0	200	\$30,899,20	\$30,899.20
							400,033.KU	400,639,20
Construction Phase Services with PLC Programming Total								\$147,305.12
								#147,JU0,12
	ke in order	and the second	state of the second	NALS CONTRACTOR	9254 D.288077	Sin a sector of a second	PROVIDE THE PROPERTY AND	

Scope Fee Summary

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Page 1



September 13, 2019

Mr. Mark D. Miller, P.E. Kimley-Horn 1920 Wekiva Way Suite 200 West Palm Beach, FL 33411

Dear Mark,

Please find below a proposal for fire protection engineering services for the new Water Treatment Plant No. 11 Electrical Building at the Palm Beach County Water Treatment Plant located in Palm Beach County, Florida.

### 1.0 SCOPE OF WORK

The scope of work shall include construction administration services related to the new clean agent protection system (Sapphire System) for the electrical building. Specifically, this shall include the following:

- 1) Review of contractor shop drawings for the new clean agent protection system (Sapphire System)
- 2) Response to requests for information (RFIs) as needed
- 3) One (1) site visit for final inspection and observation of acceptance testing

Deliverables to be produced as part of this project shall include response to RFIs as needed, as well as a final inspection report following final inspection and observation of acceptance testing.

### 2.0 SCHEDULE

The project scope shall be completed as needed, based on the following minimums:

- 1) Review of contractor shop drawings shall be completed within two (2) weeks' of receipt
- 2) Response to RFIs shall be provided within three (3) business days of receipt
- 3) Site visit for final inspection and observation of acceptance testing shall be completed upon request, provided a minimum of two (2) weeks' notice, as well as completion of successful pre-testing by the installing contractor

60 Ocean Boulevard Suite 6, Atlantic Beach, Florida 32233 PH: 904-652-4200



### 3.0 EXCLUSIONS

Exclusions to this scope of work include, but are not limited to, the following:

- 1) Design or engineering services for any systems
- 2) Review of any systems beyond those specifically listed within this proposal

### 4.0 FEE

The fee for these services will be Four Thousand Seven Hundred Fifty Dollars (\$4,750) not including travel expenses. Invoicing will be on a monthly basis. Payment will be due within 30 days of receipt of invoice for completed services. Any unpaid balance will be assessed a service fee of 1.5% per month.

Project fees shall be billed at the following milestones:

- 1) 40% upon completion of review of contractor shop drawings
- 60% plus related travel expenses upon completion of the inspection and testing site visit

### 5.0 REIMBURSEMENT OF EXPENSES

Direct expenses incurred by Neptune due to out of town travel, mailing fees, printing fees for hard copy drawings, and bulk reproductions shall be considered reimbursable expenses and invoiced on the basis of actual cost plus ten percent (10%).

Thank you for the opportunity to submit this proposal.

Sincerely,

Stephen Laubely

Steve Kowkabany, P.E. Principal Neptune Fire Protection Engineering LLC

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By:

For: Kimley-Horn

60 Ocean Boulevard Suite 6, Atlantic Beach, Florida 32233 PH: 904-652-4200

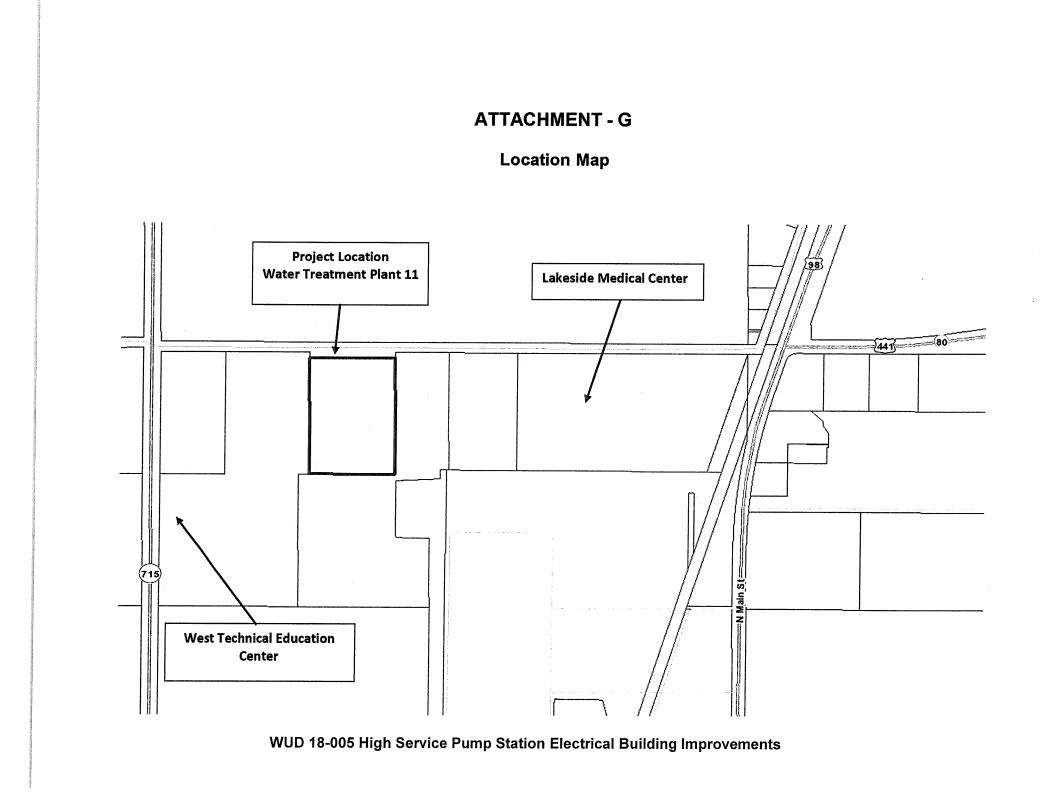
### **ATTACHMENT - F**

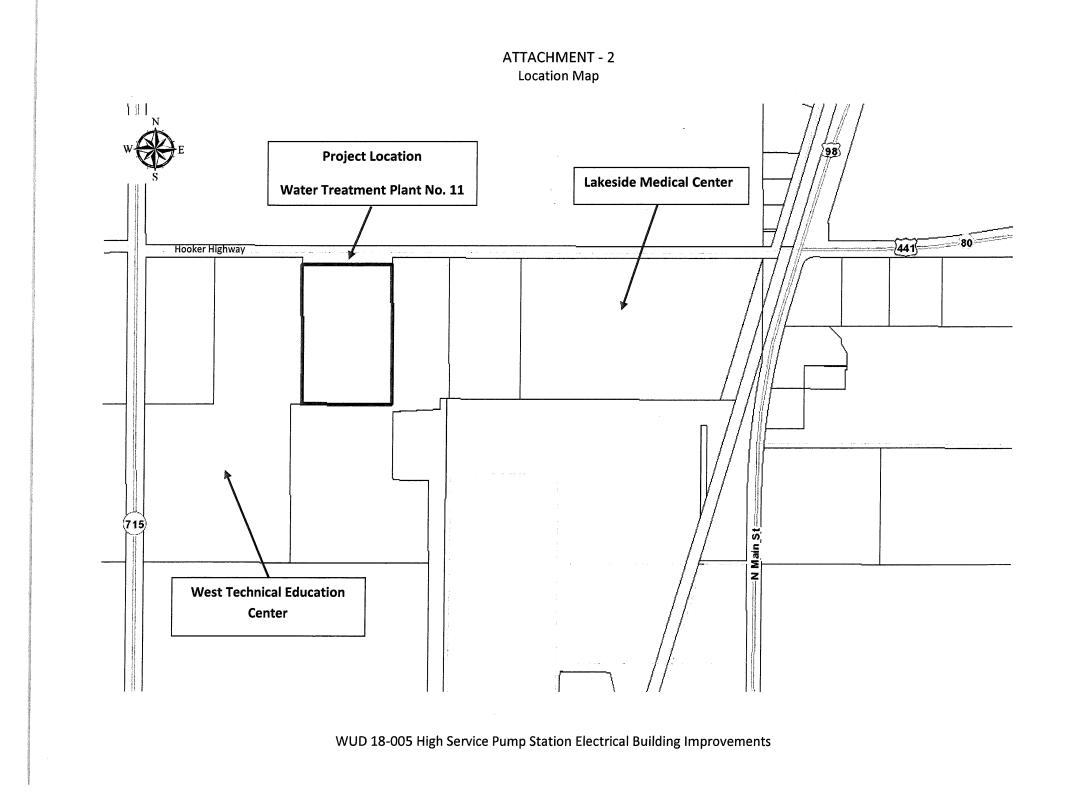
### Palm Beach County Water Utilities Department Consulting/Professional Services Water Treatment and Water Resources Engineering Services Resolution <u>#2017-0903</u> Contract Dated <u>July 11, 2017</u>

### AUTHORIZATION STATUS REPORT

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

Master Contract Goal: <u>28(</u> %)	SBE
Current Proposal	
Value of Authorization No. <u>12</u>	\$ 306,267.12
Value of SBE-M/WBE Letters of Intent	\$ 147,305.12
Actual Percentage	<u>48.09</u> %
Signed/Approved Authorizations	
Total Value of Authorizations	\$ 1,277,249.28
Total Value of SBE-M/WBE Signed Subcontracts	\$ 328.303.28
Actual Percentage	<u>25.70</u> %
Signed/Approved Authorizations Plus Current Proposal	
Total Value of Authorizations	\$ 1,583,516.40
Total Value of Subcontracts & Letters of Intent	\$ 475,608.40
Actual Percentage	<u>30.03</u> %





	Client	H· 25	320	ATTACHME	ENT 3	KIMLI				
							r -	DATE (M	M/DD/YYYY)	
_	<b>•••••••••••••••••••••••••••••••••••••</b>							9/24/		
C B R	IIS CERTIFICATE IS ISSUED AS A MA ERTIFICATE DOES NOT AFFIRMATIV ELOW. THIS CERTIFICATE OF INSUR EPRESENTATIVE OR PRODUCER, AN	ELY ANC ID TI	or n E do HE Ci	IEGATIVELY AMEND, EXTEN IES NOT CONSTITUTE A COI ERTIFICATE HOLDER.	ID OR ALTER TI NTRACT BETWI	HE COVERAGEN THE ISS	GE AFFORDED BY THE UING INSURER(S), AU	E POLIC THORIZ	IES ED	
lf	PORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject t is certificate does not confer any righ	o the	e tern	ns and conditions of the poli	cy, certain polic	ies may requ	. INSURED provisions lire an endorsement. A	or be en statem	idorsed. ent on	
	DUCER			CO	NTACT Jerry No	oyola				
	yling Ins. Brokerage/EPIC 0 Mansell Road, Suite 370			PHC (A/C	PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: jerry.noyola@greyling.com					
	haretta, GA 30022			ADI	DRESS: Jerry.no					
				INSURER(S) AFFORDING COVERAGE 1944						
INSU					URER B : Aspen A				43460	
Kimley-Horn and Associates, Inc.				URER C : New Har				23841		
	421 Fayetteville Street, Su Raleigh, NC 27601	ite o	00	INS	URER D : Lloyds o	f London			085202	
				INS	URER E :			······		
CO	/ERAGES CER	TIEIC	ATE	NUMBER: 19-20	URER F :					
TI	IS IS TO CERTIFY THAT THE POLICIES	OF	INSU	RANCE LISTED BELOW HAVE B	EEN ISSUED TO	THE INSURED	REVISION NUMBER:			
IN Ci E)	DICATED. NOTWITHSTANDING ANY RE- ERTIFICATE MAY BE ISSUED OR MAY P (CLUSIONS AND CONDITIONS OF SUCH	QUIRI ERTA	EMEN	T, TERM OR CONDITION OF AI	NY CONTRACT O	R OTHER DO	CUMENT WITH RESPECT			
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS		
A	COMMERCIAL GENERAL LIABILITY			5268169			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,00 \$500,		
	X Contractual Liab.						MED EXP (Any one person)	\$25,0		
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,00		
							GENERAL AGGREGATE		0,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ <b>2,00</b> \$	0,000	
A	AUTOMOBILE LIABILITY X ANY AUTO			4489663	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$1,00	0,000	
	OWNED AUTOS ONLY AUTOS ONLY         SCHEDULED AUTOS           X         HIRED AUTOS ONLY         NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident PROPERTY DAMAGE (Per accident)	) \$ \$		
D								\$	·····	
В	UMBRELLA LIAB X OCCUR			CX005FT19	04/01/2019	04/01/2020	EACH OCCURRENCE	\$5,00		
	CLAIMS-MADE						AGGREGATE	\$5,00	0,000	
С	WORKERS COMPENSATION			015893685 (AOS)	04/01/2010	04/01/2020	X PER OTH	-		
A	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			015893686 (CA)			STATUTE   ER     E.L. EACH ACCIDENT	\$1,00	0 000	
	(Mandatory in NH)	N/A				0-110 112020	E.L. DISEASE - EA EMPLOYE			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT			
D	Professional Liab			B0146LDUSA1904949	04/01/2019	04/01/2020	Per Claim \$3,000,0	00		
			•				Aggregate \$3,000,0	00		
Re	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Project #WUD 17-007; Consultin	g/Pr	ofes	sional Services Water Tre	atment & Wat	er Resource	es Engineering			
Sei	vices ; Mark Miller. Palm Beach C	oun	ty B	oard of County Commiss	ioners, a Polit	ical Subdivi	ision of the			
Sta	te of Florida, its officers, employe	es l	& ag	ents are named as Addition	onal Insureds	on the abov	e referenced			
liar	pility policies with the exception o	of wo	orker	s compensation & profes	sional liability	where requ	uired by			
	tten contract. The above referenc e Attached Descriptions)	ea n	adili	ty policies with the excep	tion of worke	rs compens	ation &			
									····	
UEI				CA	NCELLATION					
	Palm Beach County Wat Utilities Department	er		1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Director of Engineering	Divis	sion							
	8100 Forest Hill Blvd.			AU	AUTHORIZED REPRESENTATIVE					
	West Palm Beach, FL 33	6413			DAN. Colling					
L							ORD CORPORATION.	All	to rocom	
AC	ORD 25 (2016/03) 1 of 2 The	AC	ORD	name and logo are registered			UNPORTORATION.	All righ	is reserved.	

CORD 25 (2016/03) 1 of 2 #S1794225/M1513954

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DESCRIPTIONS (Continued from Page 1)
imary & non-contributory where required by written contract. Waiver of where required by written contract & allowed by law. Retroactive Date: 10/02/1967.

SAGITTA 25.3 (2016/03) 2 of 2 #S1794225/M1513954 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
- 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:

- 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
- 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.

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Insurance Services Office, Inc., 2012

Page 1 of 2

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.

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• Insurance Services Office, Inc., 2012

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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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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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Insurance Services Office, Inc., 2012

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