

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$241,055</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>\$241,055</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

Unincorporated Improvement Fund
60th Street Bridge Over the "M" Canal

	Keshavarz	Bridge Design	Total
CSA-Basic Services	\$124,961.00	\$ 48,546.00	\$173,507.00
-Reimbursables	\$ 4,250.00	-0-	\$ 4,250.00
Authorization	\$129,211.00	\$ 48,546.00	\$177,757.00
Contingency	\$ 25,842.00	\$ 1,456.00	\$ 27,298.00
Staff Costs-Roadway	\$ 500.00	\$ 500.00	\$ 1,000.00
-Eng Ser	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00
-Traffic	\$ 5,000.00	\$ -0-	\$ 5,000.00
Fiscal Impact	\$185,553.00	\$ 55,502.00	\$241,055.00

C. Departmental Fiscal Review: _____ *[Signature]*

III. REVIEW COMMENTS

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

_____ *[Signature]*
OFMB
5/24/07
CN 5/22/07

_____ *[Signature]* 5/30/07
Contract Dev. and Control
E. Jones 5/30/07

This item complies with current
County policies.

**B. Approved as to Form
and Legal Sufficiency:**

_____ *[Signature]* 6/1/07
Assistant County Attorney

C. Other Department Review:

Department Director

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

Background and Justification: *Continued*

The project also involves the alignment and addresses the intersection of the five roads at the very western end of the proposed M Canal crossing.

The Budget Transfer will provide funds for the tasks with the two different engineering firms to provide the engineering services required for the preparation of plans and specifications for the canal and roadway work. They will develop both a bridge and culvert design for the M-Canal crossing, each of which will bid for construction as alternates to the project.

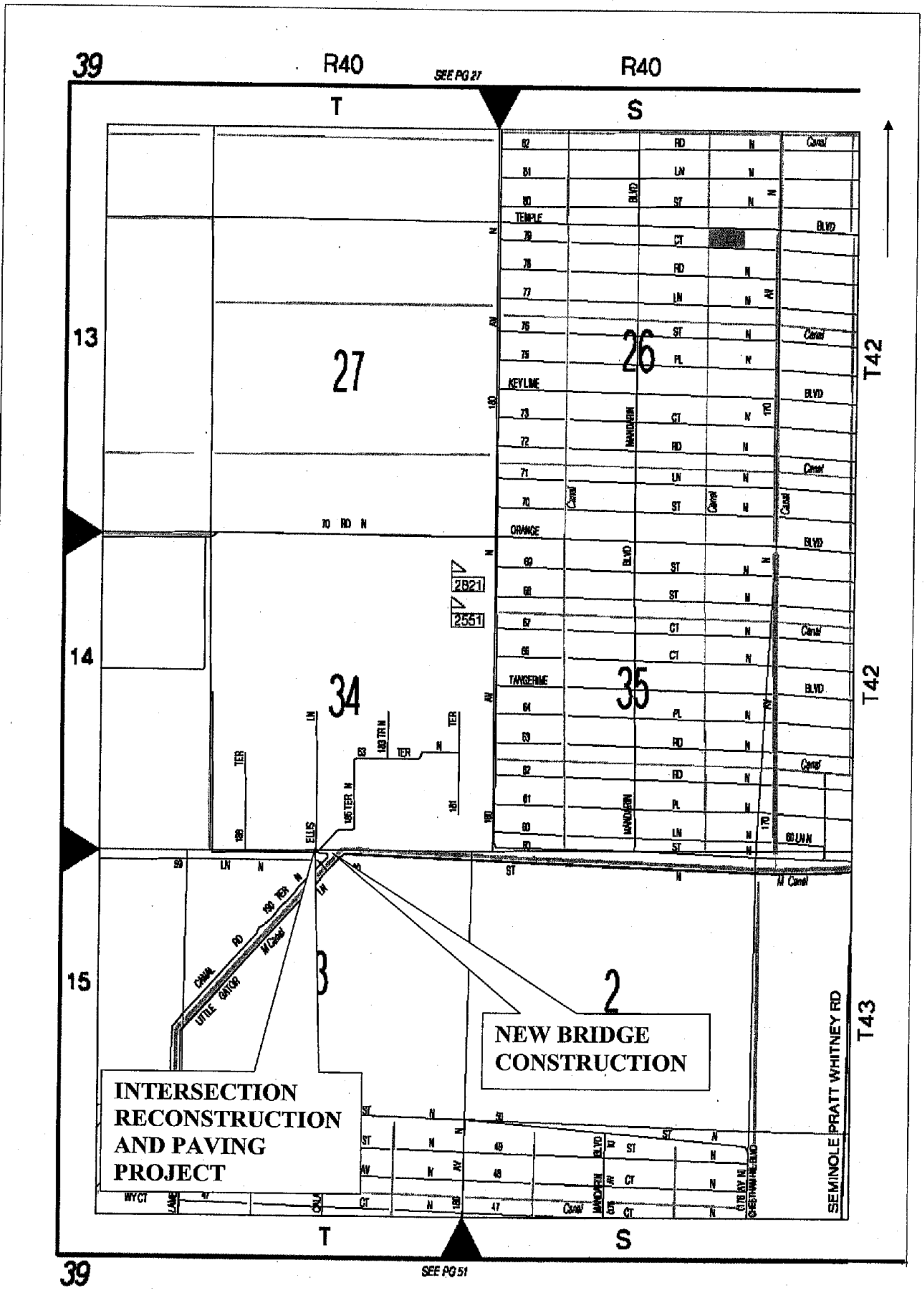
At the June 19, 2007 and the July 10, 2007 Board of County Commissioners meetings, concern was raised regarding the type of canal crossing to be constructed and the need for a new crossing. The City of West Palm Beach, Palm Beach County, South Florida Water Management District and the Indian Trail Improvement District now agree that alternate designs will be considered as part of the engineering design contract. This approach in concept was detailed as part of a July 12 meeting as stated in the attached memorandum.

On December 13, 2006, in accordance with Board-adopted procedures, pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act (CCNA), KAI was selected to perform professional Civil Engineering services on an annual task order basis. KAI entered into an Annual Civil Engineering Services Agreement with the County on April 10, 2007 (R-2007-0460), to provide engineering services to Palm Beach County (County) on a Task Order basis.

KAI contracted with Gramian Engineering, Inc. (GEI), as a sub-consultant, to provide geotechnical services on an as-needed basis. During negotiations with GEI, KAI was unable to obtain a fee proposal that was acceptable to the County for the geotechnical services required for the Project. KAI was able to obtain a proposal from Tierra, Inc. to perform the geotechnical services for an acceptable fee, and the proper paperwork is included as part of the Task Agreement. KAI contacted Allen Gray of the Office of Small Business Assistance, and he instructed them to include a letter (Exhibit D) stating the situation.

BDA's Annual Structural Engineering Services Agreement dated December 21, 2004 (R-2004-2557), and renewal dated December 5, 2006 (R-2006-2579), will provide the structural engineering services for design and preparation of construction plans for the bridge portion of the Project.

This office, having reviewed KAI and BDA Agreements, and finding them in proper order, recommends Board approval.



60TH STREET BRIDGE CONSTRUCTION PROJECT AND INTERSECTION IMPROVEMENT/PAVING PROJECT

LOCATION MAP - ATTACHMENT 1

**TASK TO ANNUAL AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
KESHAVARZ & ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING DESIGN SERVICES REQUIRED
FOR
60TH STREET NORTH (PROJECT NO. 2004132)
PALM BEACH COUNTY, FLORIDA**

THIS TASK TO ANNUAL CIVIL ENGINEERING AGREEMENT, made and entered into _____, 2007 by and between Palm Beach County, hereinafter called the **COUNTY**, and **Keshavarz & Associates, Inc.** a Florida Corporation with an address of 711 North Dixie Highway, Suite 201, West Palm Beach, FL 33401, Corporate Tax I.D. #65-0012481, hereinafter called the **CONSULTANT**.

WITNESSETH

WHEREAS, the **COUNTY** and the **CONSULTANT** entered into an Annual Agreement on April 10, 2007 (R-2007-0460) whereby the **CONSULTANT** was retained to furnish certain professional services required for Civil Engineering Services on a Task Order Basis, on an annual basis. It is now necessary to acquire engineering design, surveying, permitting, and geotechnical services for 60th Street North, which includes 2,200 feet of roadway improvements, including the link over the "M" canal, Palm Beach County, Florida (hereinafter called the **PROJECT**); and

RE: 60TH STREET NORTH

WHEREAS, the COUNTY now desires the CONSULTANT to perform engineering services for the PROJECT; and

WHEREAS, the following fee has been negotiated and found to be reasonable and just compensation for the professional services to be performed by the CONSULTANT: **Basic Services:** a lump sum fee of \$124,961.00 for engineering, surveying, and alternate plans; plus **Reimbursable Expenses:** \$4,125.00 for geotechnical and permitting, **totaling \$129,211.00.**

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

1. The CONSULTANT agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK".
2. The CONSULTANT agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The CONSULTANT agrees to Minority/Women Business Enterprise (M/WBE) Participation as described in Exhibit "C" of the Agreement.
4. The CONSULTANT agrees to utilize the services of Tierra, Inc. to perform the geotechnical services for this project, as described in Exhibit "D" of the Agreement.
5. The COUNTY agrees to pay the CONSULTANT a fee of One Hundred Twenty-Nine Thousand Two Hundred Eleven Dollars.
6. The CONSULTANT agrees to indemnify, defend and hold harmless the COUNTY against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the CONSULTANT.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated April 10, 2007 (R-2007-0460), and;

Supplements and Amendments thereto, shall remain in full force and effect.

RE: 60TH STREET NORTH

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Agreement as of the day and year first above written.

OWNER:

PALM BEACH COUNTY, FLORIDA,
a Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Addie L. Greene, Chairperson

ATTEST:

Sharon R. Bock, Clerk & Comptroller

BY: _____
Deputy Clerk

SEAL

APPROVED AS TO TERMS &
CONDITIONS:

By: Charles Rich
Engineer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

CONSULTANT:

Keshavarz & Associates, Inc.
a Florida Corporation

By: [Signature]
Maziar Keshavarz, P.E.
Its President

CORPORATE SEAL

ATTEST WITNESS:

By: [Signature]
Signature

Deborah L. Fulgenzi
Print Name

By: [Signature]
Signature

Joan Sopczak
Print Name



EXHIBIT A

**KESHAVARZ & ASSOCIATES, INC.
ENGINEERING/ SURVEYING MANHOUR SUMMARY**

for

PALM BEACH COUNTY PROJECT

60th Street North

STREET IMPROVEMENTS

2,200 L.F. - Total Roadway Length

4/23/2007

ROADWAYS 2200 LF [8 Sheets]

60th Street North 2200'+/- 4 Plan Sheets, 4 Profile Sheets

BRIDGEWORK 40' SPAN plus 2 x 30' APPROACHES [by others under separate contract]

M' Canal 100' 1 Plan Sheet, 1 Detail Sheet

Palm Beach County STREET ATLAS page 39
Aerial & Map Atlas, Central Volume, Part 1, page 460
SEC 3 TWP 43 S RGE 40 E

General Description of Extent:

Runs east within Section 3 of Township 43 South and Range 40 East from 690 feet east of 188th Terrace to Canal Road (190th Terrace N which parallels 'M' Canal running NE on west side), thence SE crossing 'M' canal to Little Gator Lane (which parallels 'M' canal running NE on east side), thence NE on Little Gator Lane to existing paved section of 60th St N which parallels 'M' canal running east.

KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - 60th Street North

2200' Roadway including Link over 'M' Canal (Bridge Design Excluded)



April 23, 2007

REIMBURSABLES	
Open Hole Percolation Tests and Auger Borings	\$2,250.00
Permitting Fees (estimated 2 @ \$1000)	\$2,000.00
TOTAL REIMBURSABLES	\$4,250.00



KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - 60th Street North

2200' Roadway including Link over 'M' Canal (Bridge Design Excluded)

April 23, 2007

ENGINEERING, ROADWAYS	\$88,013.00
ENGINEERING for Alternate Plans	\$14,268.00
SURVEY	\$22,680.00
REIMBURSABLES	\$4,250.00
TOTAL	\$129,211.00

EXHIBIT B

PROJECT: 60TH STREET NORTH

PROJECT NO.: 2004132

CONSULTANT: Keshavarz & Associates, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

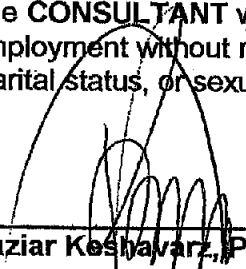
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bona fide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

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



Maziar Keshavarz, P.E., President