

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$1,963,864	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$1,963,864	-0-	-0-	-0-	-0-

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:

Transportation Improvement Fund	Capital Outlay Fund
Cabana Colony/Local Drainage	CCRT Recouped Funding
Limestone Creek	Limestone Creek

Transportation Improvement Fund	Housing & Community Dev
Reserves for District 1	HDBG Grants-Variou
Limestone Creek	

	Fund 3500	Fund 3900	Fund 1101	Total
Contract	\$450,120.50	\$ 969,818	\$308,925	\$1,728,863.50
Contingency	\$ 31,720.50	\$ 68,280	\$ -0-	\$ 100,000.50
Testing Lab	\$ 1,585.00	\$ 3,415	\$ -0-	\$ 5,000.00
Staff-Roadway	\$ 159.00	\$ 341	\$ -0-	\$ 500.00
-Eng Ser	\$ 475.00	\$ 1,025	\$ -0-	\$ 1,500.00
-Coord	\$ 40,576.00	\$ 87,424	\$ -0-	\$ 128,000.00
Project Cost	\$524,636.00	\$1,130,303	\$308,925	\$1,963,864.00
Prior Funds	<\$ -0->	<\$1,030,303>	<\$308,925>	<\$1,339,228.00>
Fiscal Impact	\$524,636.00	\$ 100,000	\$ -0-	\$ 624,636.00

C. Departmental Fiscal Review: R. D. Ward 10/17/07

III. REVIEW COMMENTS

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

[Signature] 11-7-07
OFMB
11/4
10/20/07
10/27/07

[Signature] 11/9/07
Contract Dev. and Control
11/9/07

B. Approved as to Form and Legal Sufficiency:

[Signature] 11/15/07
Assistant County Attorney

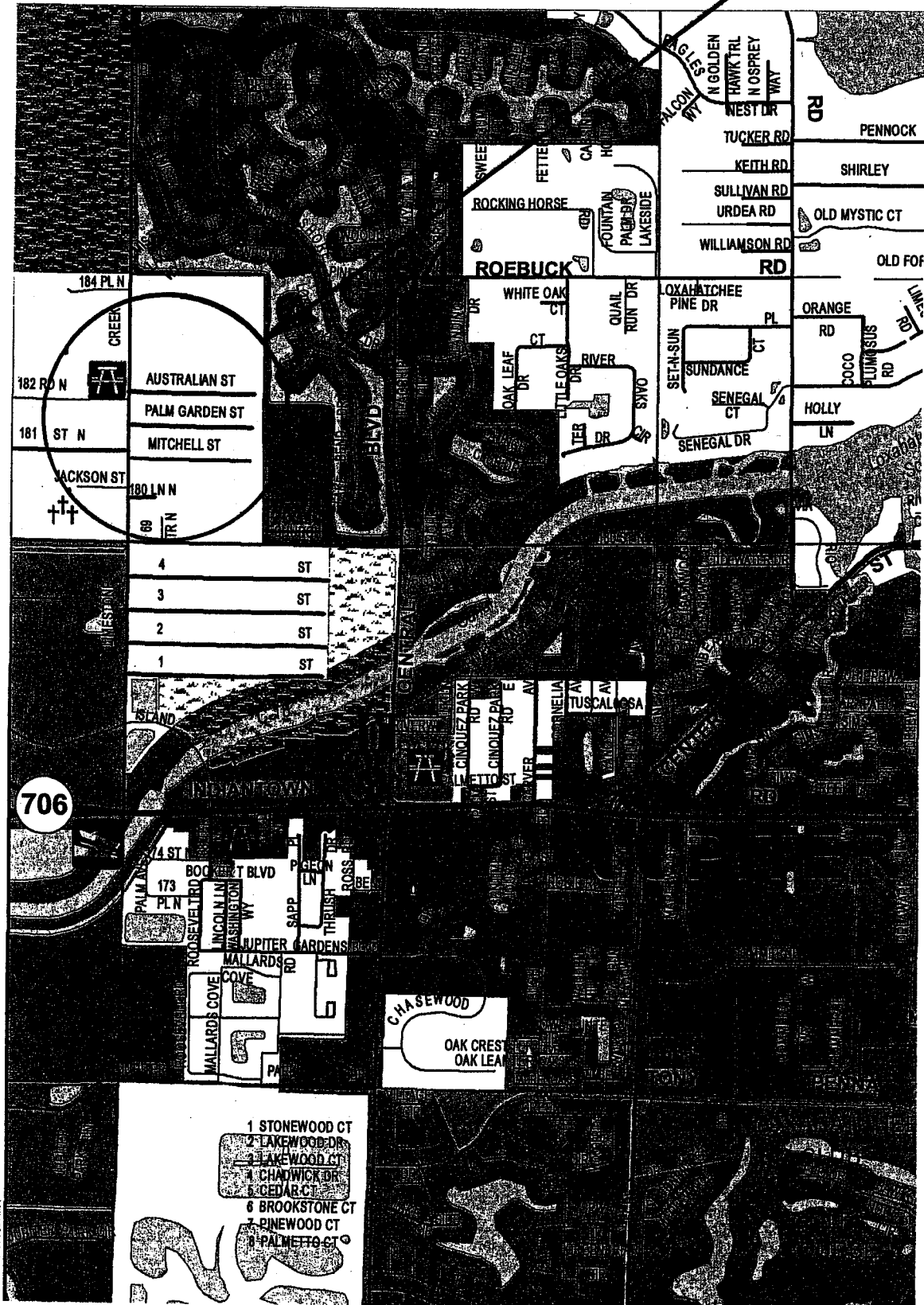
This Contract complies with our contract review requirements.

C. Other Department Review:

[Signature] 11/1/07
Department Director

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

PROJECT LOCATION
LIMESTONE CREEK AREA PHASE IIB
WASTEWATER SYSTEM
PROJECT NO. 2002055



LOCATION SKETCH

CONTRACT

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

This Contract, made this ____ day of _____ A.D. 20____, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the party of the first part), and Lanzo Construction Company, Florida, of Deerfield Beach and (his) (its) (their) heirs, executors, administrators and assigns, (hereinafter called the part of the second part):

WITNESSETH: The party of the second part agrees with the said party of the first part, for the consideration herein mentioned at his, its or their own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state workmen's compensation and unemployment compensation taxes incurred in the performance of the contract, and means of transportation for the complete construction of:

Limestone Creek Area – Phase IIB, Wastewater System, Palm Beach County Project No. 2002055

IN THE AMOUNT OF:

One Million Seven Hundred Twenty Eight Thousand Eight Hundred Sixty-Three and 50/100
(IN WORDS)

\$1,728,863.50
(IN FIGURES)

in Palm Beach County, Florida, in the manner and to the full extent as set forth in the Contract Documents therefore and the Contract Documents relative thereto, are made a part of this agreement as completely as if set forth herein, to the satisfaction of the party of the first part, or its duly authorized representative.

The said party of the second part further agrees for the consideration herein mentioned to commence the work adequate forces and equipment within fourteen (14) calendar days of the date set forth in the "Notice to Proceed". The time limit for the completion of all work under this contract shall be as set forth in the Proposal. The date fixing this period upon the calendar shall be established and stated in the "Notice to Proceed". After commencement of the work, it shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully completed within the time limit. It is understood and agreed that the time limit for completion of said work is the essence of the contract and should the contractor fail to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit has expired, including any official extension of the time limit; the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his want of knowledge of such contingent work as an excuse for delay in his work, or for its non-performance.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed the day and year first written above.

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

COUNTY ATTORNEY

Charles Rich
ENGINEERING

ATTEST

Lanzo Construction Co. Florida
(Corporate Name)

[Signature]

a Florida corporation
(Insert state of corporation)

Kevin Pawlowski
Assistant Secretary

By: Matthew P. Tilli
(Signature)

Matthew P. Tilli

TITLE

(Print signatory's name)

(CORPORATE SEAL)

It's Vice President
(Print title)



RECEIVED
OCT 04 2007
BY:

October 3, 2007

Department of Engineering
and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
www.pbcgov.com

Lanzo Construction Company, Florida
125 SE 5th Court
Deerfield Beach, FL 33441
Attn: Mr. Matthew P. Tilli, Vice-President

**RE: NOTICE OF INTENT TO AWARD
LIMESTONE CREEK PHASE II-B
PALM BEACH COUNTY PROJECT NO. 2002055**

Dear Mr. Tilli:

You are hereby advised that you are the apparent lowest responsive, responsible bidder for the construction of Limestone Creek Area Phase II-B Wastewater System, Palm Beach County, Florida, resulting from a bid of \$1,728,863.50, submitted by you to the Board of County Commissioners on July 17, 2007.

Please be further advised that this notice of intent to award in no way obligates the County and, until approved by the Board of County Commissioners through formal resolution, this intent shall not be binding nor create any legal remedies on behalf of your company. Also, in accordance with page A of the specification, the Contractor shall perform, with his own organization, a minimum of 50% of the total contract amount, less specialty work. Specialty work is further outlined in Section 8-1.2 of the FDOT Standard Specifications for Road and Bridge Construction.

Attached are two copies of the Contract Documents for your execution. Each contains a Contract and Contract Bond which should not be removed from the folders. Execute both copies of the Contract and Contract Bond making sure all blanks and signatures are filled in.

YOU ARE TO SUBMIT THE CERTIFICATE OF INSURANCE FORM IN ACCORDANCE WITH FORM CI-1, INCLUDING, THEREON POLICY NUMBERS, EXPIRATION DATES AND A THIRTY (30) DAY CANCELLATION NOTICE.

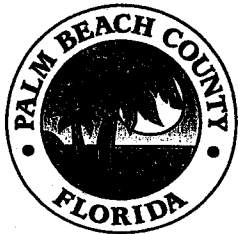
Upon completion, return both copies to the Engineering Services Division for final execution by the Board of County Commissioners.

- Palm Beach County Board of County Commissioners**
- Addie L. Greene, Chairperson
- Jeff Koons, Vice Chair
- Karen T. Marcus
- Warren H. Newell
- Mary McCarty
- Burt Aaronson
- Jess R. Santamaria

County Administrator
Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

cc: LIMESTONE CREEK file - MAT, JDA



Notice of Intent to Award
Palm Beach County Project No. 2005055
October 3, 2007
Page 2

Your attention is directed to the provision whereby your proposal guaranty may be forfeited in the event the Contract and Contract Bond are not executed, returned and received by Palm Beach County within fourteen (14) consecutive working days.

Lanzo Construction Company, Florida, agrees to hold the original bid prices through December 31, 2007.

Sincerely,

A handwritten signature in cursive script that reads "Charles Rich".

Charles W. Rich, P.E., Director
Engineering Services Division

CWR:jc

Enclosure: 2 Copies of Contract Documents

cc: George T. Webb, P.E., County Engineer
Tanya N. McConnell, P.E., Deputy County Engineer
Steven B. Carrier, P.E., Assistant County Engineer
Ellis Ross, Director, Construction Coordination Division
Marlene Everitt, Esq., Assistant County Attorney
Kathleen M. Scarlett, Director, Purchasing Department
Amin Houry, Director, Housing & Community Development