

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

3-00-1

Meeting Date: August 16, 2011

{ X } Consent

{ } Regular

{ } Workshop

{ } Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Westgate CRA

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) A Contract with Murray Logan Construction, Inc. (Contractor), the lowest, responsive, responsible bidder, in the amount of \$3,226,800 for the construction of Project No. 2008910, the L-2 Canal Stormwater Pump Station (Project); and
- B) A Budget Amendment of \$61,601, in the Capital Outlay Fund to recognize the funding from the Westgate/Belvedere Community Redevelopment Area (CRA) for the over match requirement and appropriate it to Westgate/Belvedere CRA-Lakeside Mobile Home Park Drainage; and
- C) An Amendment to the Interlocal Agreement with the CRA (R2011-0085) to add a clause stating that the CRA is responsible to fund any project costs that exceed the CRA Local Match of the Federal Emergency Management Agency Hazard Mitigation Grant (Grant); and
- D) A Supplement #2 Task Agreement for \$215,087 dated July 8, 2011, against the Annual Civil Engineering Agreement R2007-0460, with Keshavarz & Associates (Consultant) for the Construction Engineering Inspection of the Project.

SUMMARY: Approval of this contract, the amendments and supplement, will provide stormwater protection for upstream areas including the Lakeside Mobile Home Park. The 270 calendar day Project is Federally funded through the Florida Division of Emergency Management. The Grant currently expires on November 23, 2011 however, an extension will be requested. The Consultant, together with their sub-consultants, will do the construction monitoring of the civil, mechanical, structural and electrical work of this Project. The Contractor is a Palm Beach County business. The Small Business Enterprise (SBE) goal for the Project is 15%. The SBE participation committed for the Project by the Contractor is 15.24% overall. District 2 (MRE)

Background and Justification: The bids for this Project were received by the Board of County Commissioners (Board) on May 24, 2011. On January 11, 2011, the Board authorized the execution of the Grant and approved an Interlocal Agreement with the CRA for them to repay \$852,121 to the County, which is the required Local Match for the Grant. The stormwater pump will help protect the upstream areas from flooding by pumping the water out of the area prior to storm events, thus providing more storage for the area.

Attachments:

- 1. Location Sketch
- 2. Contracts (2)
- 3. Contract Pages C-1 and C-2
- 4. Amendment 1 to CRA Agreement
- 5. Supplement #2 Task Agreement (3)
- 6. SBE Compliance Review
- 7. Bid Tabulation
- 8. Budget Amendment

Recommended by: *[Signature]*
CWR

County Engineer

7/28/11
Date

Approved By: *[Signature]*

County Administration

7/28/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$3,645,087	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(3,470,087)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$175,000	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No
Fund 3900 Dept 361 Unit 1191 Object 8201 \$3,470,087
Fund 3900 Dept 366 Unit X073 Object 8201 \$175,000

Recommended Sources of Funds/Summary of Fiscal Impact:

Capital Outlay Fund (3900)
Westgate/Belev CRA-Lakeside Mobile Home Pk Drainage (361-1191)
Westgate/Belvedere CRA Sewer Impr. (366-X073)

Construction Contract	\$3,226,800.00
Contingency	\$ 161,200.00
Testing Lab Services	\$ 10,000.00
Consultant CEI	\$ 215,087.00
Building Division Permits	\$ 12,000.00
Staff Costs	
Engineering Services	\$ 4,000.00
Construction Coordination	\$ 16,000.00
Total Costs	\$3,645,087.00
FEMA Hazard Mitigation Grant	<\$2,556,365.00>
Westgate CRA Matching Funds	<\$ 852,121.00>
Westgate CRA Over-Matching Funds	<\$ 61,601.00>
Fiscal Impact (OCR Funding)	\$ 175,000.00

C. Departmental Fiscal Review: shwillwhite

III. REVIEW COMMENTS

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

 8/2/2011
OFMB 8/1/11
cc 8/1/11

 8/4/11
Contract Dev. and Control
8-4-11 A. Wheeler

B. Approved as to Form and Legal Sufficiency:

 8/12/11
Assistant County Attorney

This item complies with current
County policies.

C. Other Department Review:

Department Director

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

[illegible]

ATTACHMENT 1

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 MURRAY LOGAN CONSTRUCTION, INC., of WEST PALM BEACH, FL 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:

 L-2 Canal Stormwater Pump Station, Palm Beach County Project No. 2008910

IN THE AMOUNT OF:

THREE MILLION TWO HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED DOLLARS AND 00/100
(IN WORDS)

\$3,226,800.00
(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: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

COUNTY ATTORNEY

Charles Rich
ENGINEERING

ATTEST
[Signature]

MURRAY LOGAN CONSTR., INC.
(Corporate Name)

KURT KRASS, SEC/Treas.
PRINT NAME & TITLE

a Florida corporation
(Insert state of corporation)

By: [Signature]
(Signature)

(CORPORATE SEAL)

DAVID LOGAN
(Print signatory's name)

It's: President
(Print title)

AMENDMENT 1 TO THE INTERLOCAL AGREEMENT WITH THE WESTGATE/BELVEDERE
COMMUNITY REDEVELOPMENT AGENCY AND PALM BEACH COUNTY
FOR THE REPAYMENT OF MATCH FUNDS ASSOCIATED WITH THE CONSTRUCTION OF
A STORMWATER PUMP ON THE COUNTY'S L-2 CANAL

THIS AMENDMENT 1 TO THE INTERLOCAL AGREEMENT, hereinafter referred to as the "AGREEMENT", made and entered into this _____ day of _____, 20____, by and between the Westgate/Belvedere Homes Community Redevelopment Agency, hereinafter referred to as the "CRA", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY and the CRA are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, on January 11, 2011, the COUNTY executed a Federally Funded Subgrant Agreement, Contract No. 11HM-2Y-10-60-01-010, with the Florida Division of Emergency Management (DEM), in the total amount of \$3,408,486 for the construction of a stormwater pump on the COUNTY's L-2 Canal hereinafter referred to as the "PROJECT"; and

WHEREAS, on January 11, 2011, an Interlocal Agreement with the CRA was approved (R2011-0085) for reimbursement to the COUNTY by the CRA of the required local match of \$852,121 for the DEM Grant.

WHEREAS, the CRA is responsible to provide all funding in excess of their local match should the final PROJECT costs, including consultant services, permit fees, testing lab, staff charge offs and change orders, exceed the total DEM Grant; and

NOW, THEREFORE, for and consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CRA do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.

Alt. Limit 4

2. The CRA agrees to reimburse the COUNTY, within 30 days of the date of the COUNTY invoice, by check made payable to the Board of County Commissioners, for all Project costs that exceed the CRA local match of \$852,121.
3. The COUNTY agrees to provide to the CRA invoices, pay applications, cancelled checks, time sheet details and any other documents pertinent to the funding of the construction of the PROJECT.

4. Miscellaneous Provisions

- A. Notices. All notices, requests consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by prepaid express overnight courier of messenger services, or mailed by registered or certified mail to the following addresses:

COUNTY Palm Beach County Engineering Department
Attention: Tanya N. McConnell, P.E.
Deputy County Engineer
P.O. Box 21229, W. Palm Beach, FL 33416
Phone 561-684-4010

CRA Attention: Elizée Michel, AICP, Executive Director
1280 N. Congress Ave., Suite 215
West Palm Beach FL 33409
Phone 561-640-8181

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

- B. Once the construction of the PROJECT has commenced, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the parties and the CRA shall not have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available for the construction of the PROJECT.
- C. Effective Date. This AMENDMENT shall be effective as of the date it is executed by the COUNTY.
- D. All other provisions of the Interlocal Agreement (R2011-0085) dated January 11, 2011, not specifically changed by this amendment, shall remain in full force and effect.

EXECUTED by the Westgate Belvedere Homes Community Redevelopment Agency this
12th day of August, 2011.

(Authority Seal)

ATTEST:


Sharon R. Sheppard

WESTGATE CRA


CRA BOARD CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Thomas J Baird, General Counsel

EXECUTED by COUNTY this _____ day of _____, 2011.
(County Seal)

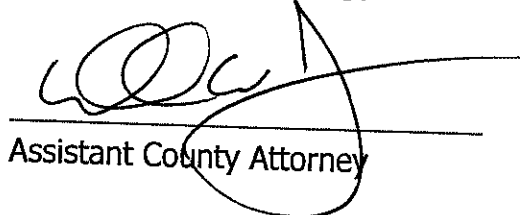
ATTEST:
SHARON R. BOCK,
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
By ITS BOARD OF COUNTY
COMMISSIONERS


Deputy Clerk

Karen T. Marcus, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:


Engineering

TASK AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
KESHAVARZ & ASSOCIATES, INC.
FOR PROFESSIONAL CIVIL ENGINEERING SERVICES
SUPPLEMENT NO. 2 OF ANNUAL CIVIL ENGINEERING AGREEMENT
L-2 CANAL STORMWATER PUMPING STATION
PBC 2008910
PALM BEACH COUNTY, FLORIDA

THIS TASK TO ANNUAL AGREEMENT, made _____ and entered _____ into _____, 2011, by and between Palm Beach County, hereinafter called the **COUNTY**, and **KESHAVARZ & ASSOCIATES, INC.**, a Florida Corporation with an address of 711 N. 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 4/10/2007 (R-2007-0460), renewed on 2/24/2009 (R-2009-0267) whereby the **CONSULTANT** was retained to furnish certain professional services required for **General Civil Engineering Services** on an annual basis. It is now necessary to acquire Construction Administration Services for the **L-2 Canal Stormwater Pumping Station** within Palm Beach County, Florida (hereinafter called the **PROJECT**); and

RE: L-2 Canal Stormwater Pumping Station

Project Number PBC 2008910

WHEREAS, the COUNTY now desires the CONSULTANT to perform engineering, surveying, geotechnical, permitting, and printing 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 \$210,587.00 for Construction Administration Services, together with an estimated \$4,500.00 of disbursements, as outlined by the prime consultant in their proposal originally dated June 15th, 2011 last revised July 8th, 2011, attached hereto as a part of Exhibit 'A'

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 (S/M/WBE) Participation as described in Exhibit "C" of the Agreement, and Letters of Interest as described in Exhibit "D".
4. The COUNTY agrees to pay the CONSULTANT a fee of Two Hundred Ten Thousand Five Hundred Eighty-Seven Dollars, together with an estimated Four Thousand Five Hundred Dollars for reimburseable expenses for a total of Two Hundred Fifteen Thousand Eighty-Seven Dollars, which includes fees paid to subconsultants as outlined in Exhibit "A".
5. 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.
6. The CONSULTANT agrees to the **Conflict of Interest Disclosure** form, as outlined in Exhibit "E".

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated 4/10/2007 (R-2007-0460), renewed on 2/24/2009 (R-2009-0267), and;

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

RE: L-2 Canal Stormwater Pumping Station

Project Number PBC 2008910

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: _____
Karen T. Marcus, Chair

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
Deputy Clerk

S E A L

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: _____
Maziar Keshavarz, P.E.
Its President

C O R P O R A T E S E A L

WITNESS:

By: _____
(Deborah L. Fulgenzi)

Signature

By: Joan Sopczak
(Joan P. Sopczak)

Signature



KESHAVARZ & ASSOCIATES
Civil Engineers – Land Surveyors

Palm Beach County Engineering & Public Works (CLIENT)
Engineering Services Division
P.O. Box 21229
West Palm Beach, FL 33416

June 15th, 2011

revised July 8th, 2011

Attention: Mr. Charlie W. Rich, P.E., Director (CLIENT)

Reference: Lakeside Mobile Home Park / L-2 Canal Stormwater Pumping Station
Construction Phase Services, K&A Project No. 08-897
PBC Project No. 2008910

Dear Mr. Rich:

Based upon your request and with utmost pleasure, we are presenting you with this proposal for professional civil engineering services in connection with the above referenced facility for the construction administration phase of the subject project. While acting as Westgate/Belvedere Homes Community Redevelopment Agency (CRA)'s Consulting Engineers, Keshavarz & Associates, Inc. (K&A) and it's team of consultants were awarded this project by Palm Beach County in 2008 and have been engaged in designing the subject facilities which are now approved by all pertinent agencies and consequently ready for commencement of "Construction Phase".

Our services shall encompass the administration, observation and coordination of construction activities on the components designed by us and our subconsultants and reflected on the plans prepared by this firm and our subconsultants under the title "L-2 Canal Stormwater Pumping Station" with the most recent date of April 12, 2011 and released on April 20, 2011.

While Keshavarz & Associates, Inc. (K&A) will act as the project's team leader, client contact and the Engineer of Record (EoR) during the course of construction, it will do so with partial reliance on it's team of subconsultants who have been involved with the design of various components of the project and who will also be observing the construction of those respective components. While our scope of services is not one of "Construction Management", it is one of observation and necessary administration of the construction process with the ultimate goal of issuing "Engineer's Completion Statement" for the project in it's entirety attesting that all relevant components have been constructed in substantial compliance with the approved plans and specifications.

For the purposes of this proposal, CONSULTANT shall include:

- Keshavarz & Associates, Inc., Project Manager, Site/Civil Engineering
- Mock Roos & Associates, Inc., Mechanical Engineering
- Bridge Design Associates, Inc., Structural Engineering
- C&W Engineering, Electrical Engineering
- Tierra South Florida, Inc., Geotechnical Engineering



Our scope of work shall be as follows:

Construction Administration Services

This proposal generally includes provision of field and office construction observation and administration services to enable the CONSULTANT to properly opine on the substantial conformance of the project's construction with the approved plans prepared by CONSULTANT. These services shall be performed as needed to the level determined by CONSULTANT to enable CONSULTANT to provide the required Engineer's Completion Statements to the applicable jurisdictional agencies. Liaison services with regulating agencies and CLIENT's CONTRACTOR of choice will also be included towards that goal.

This proposal is based on an estimated period of forty (40) weeks for construction of the infrastructure improvements commencing with the CONSULTANT's attendance at the pre-construction meeting (arranged by CLIENT's staff) and concluding with the issuance of the last "Engineer's Completion Statement" by CONSULTANT.

CONSULTANT shall have the option to request additional fees should the site construction process take longer than the allowed 40 weeks should the subject delays be caused by events outside the CONSULTANT'S control. While the necessary steps outlined in this proposal will be performed under the lump sum fee listed in this proposal, the activities due to the delayed project completion or re-testing/re-visits due to failed first time attempts by the CONTRACTOR could result in additional fees.

This Scope of Services and Schedule of Compensation is based upon all infrastructure improvements being completed in a single phase and by the CONTRACTOR unless specifically mentioned herein. The specific services proposed are as follows:

1. **Project Start Up, Orientation and Pre-Construction Meeting:** CONSULTANT shall coordinate and communicate with all pertinent parties including it's team members, chosen contractor (CONTRACTOR), CLIENT and CRA. CONSULTANT shall attend a pre-construction meeting which will be organized and administered by CLIENT's staff with the CLIENT, CONTRACTOR, and other pertinent parties in attendance. At the time of the pre-construction meeting, the plans will be issued for construction purposes and pertinent conditions prescribed by various regulating agencies, CLIENT, CRA and CONSULTANT will be conveyed to the CONTRACTOR. CONTRACTOR will be given the opportunity to ask questions and clarify any outstanding issues with those entities present. CLIENT shall be responsible for preparing and issuing the meeting minutes.

This task will also include all of CONSULTANT's efforts in connection with the initial construction phase orientation and coordination with the CLIENT, CRA and CONTRACTOR.

2. **Project Administration, Coordination and Formal Construction Meetings:** CONSULTANT shall act as CLIENT's advocate and project administrator throughout the term of CLIENT's contract with CONTRACTOR. CONSULTANT shall engage in the following activities towards fulfilling that objective:



- CONSULTANT shall become familiar with CONTRACTOR's Project Manager assigned to the project, review the CONTRACTOR's initial project construction schedule, and review the schedule at appropriate intervals (monthly) throughout the construction period so that potential delays and requested and/or resulting changes to the initial project schedule could be dealt with properly and also conveyed to the CLIENT.

- CONSULTANT shall maintain continuous communication and coordinate with CONTRACTOR, CRA and CLIENT and regulating agencies as required.

- CONSULTANT shall host and conduct formal "Construction Status" meetings at regularly scheduled dates ranging from bi-monthly to weekly depending on the ongoing activities. All meetings shall be attended by K&A and CONTRACTOR, together with CLIENT, CRA and appropriate K&A team members as may be required in relation to the ongoing tasks. Meeting minutes shall be prepared and distributed by CONSULTANT.

- CONSULTANT shall attend all necessary field meetings, if necessary, with other team members, CONTRACTOR, CLIENT, CRA and others *as the ongoing tasks may require*.

- CONSULTANT shall maintain project documentation, electronic and conventional correspondence, test results, field sketches and other documents and exhibits throughout the project duration and beyond as mandated by industry standards.

- CONSULTANT shall act as CLIENT's liaison and advocate towards CLIENT's interests in the form of successful and timely completion of the project.

3. **Shop Drawing Review:** CONSULTANT shall review and evaluate shop drawings, diagrams, illustrations, catalog data, product schedules, samples, results of tests and inspections, and other data which the CONTRACTOR is required to submit, to demonstrate that the materials proposed to be used in the work are in substantial compliance with the CONSULTANT's drawings and specifications.

All suggested "Substitutions" presented by CONTRACTOR for project's materials and fabrication will also be evaluated if submitted at this stage or throughout the course of the project.

4. **Routine and Regular Construction Observation:** CONSULTANT shall make periodic visits to the project site for the purpose of observing progress and general quality of the ongoing work to ultimately determine if the work is proceeding in substantial compliance with the construction drawings and specifications.

This effort is directed towards assisting CLIENT in knowing that the completed project will conform with requirements contained in the approved drawings, specifications and regulatory agency permits. CONSULTANT will not be responsible for the work of the CONTRACTOR or others. CONSULTANT will not be responsible for construction means, methods, sequences, procedures, schedule or safety measures.

CONSULTANT will not provide full time construction observation, but will maintain close contact with CONTRACTOR and it's Project Manager with respect to the project's progress necessary to provide CONSULTANT the opportunity to be present at the site during critical stages of construction by giving proper notice prior to the specific activity. CONSULTANT shall be responsible to inform all pertinent parties who are tasked with the responsibility of observing the construction of various components of this project upon learning of the intent and timing to execute various relevant tasks by the CONTRACTOR.



Those entities are anticipated to be:

- Palm Beach County Engineering and Public Works (CLIENT)
- Palm Beach County Water Utilities Department
- *Palm Beach County Building Division*
- Lake Worth Drainage District
- South Florida Water Management District
- FPL
- ATT
- Florida Public Utilities

Following each field observation, a report shall be prepared by the CONSULTANT and provided to the CLIENT and CONTRACTOR.

The following outlines a general schedule of the CONSULTANT's required field observations and other activities for each site component:

SITE CLEARING, EARTHWORKS, CIVIL WORKS

- CONSULTANT shall observe project perimeter silt fence and erosion control devices
- CONSULTANT shall observe all clearing and grubbing
- CONSULTANT shall observe all canal excavation and shaping
- CONSULTANT shall observe all new structures and materials prior to installation
- CONSULTANT shall observe removal and reinstallation of dry utilities
- CONSULTANT shall observe removal of aerial watermain crossing and reinstallation of watermain
- CONSULTANT shall observe abandonment of existing drainage outfall
- CONSULTANT shall review backfill density test reports prepared by others for compliance with design specifications
- CONSULTANT shall observe placement of all rock rip-rap
- CONSULTANT shall observe storm structures and culvert placement and connections to drainage structures prior to backfill
- CONSULTANT shall observe subgrade string line task
- CONSULTANT shall observe pavement base string line task
- CONSULTANT shall observe placement of pavement wearing surface task
- CONSULTANT shall review general grading and finished state of canal banks and all proposed impacts to canal right-of-way
- CONSULTANT shall perform two (2) sets of pressure leakage tests for installed watermain
- CONSULTANT shall review "Record Drawings" submitted by others, generate comments if necessary and assist CONTRACTOR in providing "Close Out" documentation
- CONSULTANT shall attend semi-final walk through(s) with pertinent regulating agency and CONTRACTOR and prepare punch list of items to complete work
- CONSULTANT shall attend final walk through(s) of all constructed site civil components with pertinent regulating agencies



NPDES MONITORING

- CONSULTANT shall monitor and prepare daily/weekly reports based on rain fall events and monitor the CONTRACTOR's implemented pollution prevention devices for conformance with federal, state and local regulations
- CONSULTANT shall maintain a project SWPPP log throughout the project duration
- CONSULTANT shall not be responsible for any violations incurred due to negligence by the CONTRACTOR

MECHANICAL *(Task List and Scope Definition by Mock Roos & Associates, Inc.)*

- CONSULTANT shall perform manufacturer's factory testing of each pump. Factory testing is assumed to occur in Deerfield Beach, Florida. A total of eight (8) hours per pump are included in this proposal.
- CONSULTANT shall attend manufacturer's equipment start-ups for mechanical aspects of the project.
- CONSULTANT shall perform one (1) complete "substantial completion walk-through" with the CONTRACTOR, CONTRACTOR's subcontractors, consultants and County staff. Prepare and distribute the "substantial completion certificate" and associated punch lists for the mechanical aspects only.
- CONSULTANT shall review the CONTRACTOR's submittals of Operation and Maintenance Manuals for the mechanical aspects only.
- CONSULTANT shall perform one (1) "final completion walk-through" with the CONTRACTOR, consultants, and County staff for the mechanical aspects only.

STRUCTURAL *(Task List and Scope Definition by Bridge Design Associates, Inc.)*

- CONSULTANT shall provide site inspections and reports for pile installation, sheetwall, cap inspections, intake slab, building inspections, slab on grade, pre-cast bridge, concrete collar and wall.

ELECTRICAL *(Task List and Scope Definition by C&W Engineering)*

- CONSULTANT shall provide site inspections and reports for normal power service, standby generator, an ATS, PLC equipment, motor control center equipment, telemetry equipment, SCADA software, and Pine Lake equipment. Four (4) progress inspection/coordination meetings are anticipated for this task *which include the pre-construction meeting.*
- Upon construction completion, CONSULTANT shall attend the generator startup, PLC and SCADA system start up and pump start up.

- 5. Requests for Information:** CONSULTANT shall provide resolution of and assistance with Requests for Information (RFI)'s issued by the CONTRACTOR. CONSULTANT shall act expeditiously to evaluate and address RFI's such that, to the extent possible, CONTRACTOR's pace of work and project schedule are not negatively impacted. This task includes the necessary data acquisition, data exchange, meetings and coordination with CONTRACTOR, regulating agencies and CLIENT. A total of ten (10) RFI's are anticipated.
- 6. Pay Applications:** CONSULTANT shall review the CONTRACTOR's monthly pay applications and provide recommendation for payment based on the construction completion percentage on a set date each month as determined by the CLIENT. A total of nine (9) pay applications are anticipated.



- 7. Issuance of "Engineer's Completion Statements" and Record Drawing Review:** CONSULTANT shall review "Record Drawings" prepared by others to ascertain sufficiency of data presented for regulator's approval and project records. If necessary, comments will be issued and revised "Record Drawings" will be reviewed to ascertain completion and sufficiency.

CONSULTANT shall, upon resolution of all outstanding issues, assemble the required package of documents and issue the "Engineer's Completion Statements" for various project components designed and observed by CONSULTANT during construction as may be required by regulating agencies to release and transfer those systems to "Operation Phase".

SCHEDULE OF COMPENSATION:

Please see attached Exhibit "A", "Manhour Breakdown Estimate".

The following represents an outline of individual tasks and the associated fee schedule.

<u>Construction Administration Services</u>	<u>\$ 210,587.00</u>
1. Project Start Up, Orientation and Pre-Construction Meeting	
2. Project Administration, Coordination and Formal Construction Meetings	
3. Shop Drawing Review	
4. Routine and Regular Construction Observation	
5. Requests for Information	
6. Pay Applications	
7. Issuance of "Engineer's Completion Statements" and Record Drawing Review	
<u>Total (including disbursements estimated at \$4,500.00)</u>	<u>\$ 215,087.00</u>

ADDITIONAL SERVICES: Services authorized by CLIENT, other than those specifically set forth in this "Scope of Services", shall be considered additional services for which CLIENT shall compensate CONSULTANT on a "Time and Expenses" basis or as otherwise agreed by the parties. Additional services include revisions to work previously performed that are required because of a change in the data, criteria, or information furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, and/or services that are required due to changes in the requirements of public agencies, after work under this Agreement has commenced. CLIENT will execute a "Change of Scope Memorandum" before such work is started.

We certainly appreciate the opportunity to present you with this proposal. Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

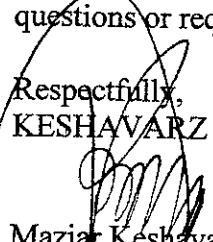

Maziar Keshavarz, P.E.
President

EXHIBIT 'A'

Lakeside Mobile Home Park, L-2 Canal Stormwater Pumping Station

July 8, 2011

Construction Administration Phase - Project Duration, 9 months / 37 weeks

KESHAVARZ & ASSOCIATES, INC.

WORK ELEMENT	Project Manager \$/hr	Sr Engineer \$/hr	Engineer \$/hr	Field Rep \$/hr	Admin \$/hr
Project Start Up, Orientation, Pre-Construction Meeting (ADMINISTRATION BY CLIENT)	\$150.00	\$135.00	\$107.00	\$87.00	\$85.00
Pre-Construction Meeting with PRCWUP	4.00	4.00	0.00	8.00	4.00
Shop Drawing Review	4.00	4.00	0.00	4.00	2.00
Project Administration	2.00	12.00	24.00	18.00	4.00
Review and Regular Construction Observation	62.00	88.00	28.00	30.00	30.00
Formal Construction Meetings	18.00	40.00	24.00	370.00	50.00
Field Meetings	24.00	40.00	24.00	40.00	10.00
Pay Applications (8 anticipated)	2.00	12.00	12.00	0.00	4.00
Requests for Information (RFIs) (10 anticipated)	4.00	10.00	20.00	8.00	4.00
Records Drawings / O&M Reviews	4.00	16.00	24.00	10.00	4.00
Manufacturer Startups	2.00	4.00	12.00	12.00	2.00
Start-Up and Final Walkthroughs/Resolutions	0.00	8.00	4.00	8.00	2.00
Assembly of "Final Release" package/execution of "Construction Completion Statement"	4.00	8.00	0.00	12.00	4.00
TOTAL Hours	124.00	250.00	170.00	522.00	128.00
FEE Estimate	\$18,600.00	\$33,750.00	\$18,190.00	\$45,414.00	\$8,190.00
Keshavarz & Associates, Inc. Construction Administration	\$124,144.00				

REIMBURSEABLES: SUBCONSULTANTS

WORK ELEMENT	Mock Roe & Associates, Inc.				Expenses
	Sr Engineer \$/hr	Engineer \$/hr	Field Rep \$/hr	Admin Asst \$/hr	
Pre-Construction Meeting	\$150.00	\$110.00	\$85.00	\$65.00	
Contractor's Schedule Review	4.00	0.00	4.00	1.00	
Shop Drawings	2.00	0.00	2.00	0.00	
Site Observations/Reports	8.00	24.00	4.00	4.00	
Formal Construction Meetings	18.00	8.00	80.00	4.00	
Field Meetings	24.00	0.00	24.00	0.00	
Pay Applications	12.00	0.00	12.00	0.00	
Requests for Information (RFIs)	2.00	11.00	0.00	0.00	
Project Coordination	8.00	8.00	0.00	2.00	
Records Drawings / O&M Reviews	12.00	0.00	0.00	0.00	
Pump Test Witness	8.00	12.00	0.00	8.00	
Manufacturer Startups/Substantial Completion	0.00	24.00	0.00	0.00	
Final Walkthroughs	8.00	0.00	8.00	0.00	
TOTAL Hours	108.00	87.00	138.00	11.00	750.00
FEE Estimate	\$16,200.00	\$9,570.00	\$13,110.00	\$715.00	\$750.00
Mock Roe & Associates, Inc. Construction Administration	\$49,545.00				

WORK ELEMENT	Bridge Design Associates, Inc.			Expenses
	Sr Engineer \$/hr	Engineer Intern \$/hr	Engineer Tech \$/hr	
Shop Drawing Review	\$150.00	\$75.00	\$65.00	
Pile Installation Inspections and reports (38 piles)	8.00	24.00	0.00	
Sheetpile Inspections and reports (28 panels)	4.00	0.00	38.00	
Cape Inspections and reports	4.00	0.00	15.00	
Intake Slab Inspections and reports	4.00	0.00	12.00	
Building Inspection and reports	2.00	0.00	6.00	
Slab on grade Inspections and reports	4.00	0.00	18.00	
Precast Bridges (2 bays)	1.00	0.00	4.00	
Concrete wall collar and concrete vortex wall	3.00	0.00	8.00	
Monitoring (2 x 1 Pre-construction = 3 total)	1.00	0.00	6.00	
Responses to RFIs	9.00	0.00	0.00	
Substantial Completion Meeting (1 total)	18.00	0.00	0.00	
Final Inspection	3.00	0.00	0.00	
Final Certification Report	3.00	0.00	0.00	
TOTAL Hours	88.00	32.00	103.00	
FEE Estimate	\$9,800.00	\$2,400.00	\$6,708.00	
Bridge Design Associates Construction Administration	\$18,908.00			

WORK ELEMENT	C&W Engineering			Expenses
	Sr Engineer \$/hr	Engineer \$/hr	Secretary \$/hr	
Telephone Coordination with Team	\$175.00	\$100.00	\$30.00	
Shop Drawing Review and Approval	14.00	0.00	4.00	
Progress/Coordination Meetings (4) (INCLUDES PRE-CONSTRUCTION MEETING)	44.00	0.00	8.00	
Punchlist Inspection/Report/Follow up	18.00	0.00	0.00	
Generator Testing	8.00	0.00	0.00	
Control System Start Up	5.00	0.00	0.00	
Plant Start Up	2.00	6.00	0.00	
TOTAL Hours	0.00	4.00	0.00	
FEE Estimate	89.00	10.00	12.00	65.00
C&W Engineering Construction Administration	\$17,000.00			
TIERRA SOUTH FLORIDA, INC. - GEOTECHNICAL - TESTING, INSPECTIONS (BUDGET LINE ITEM)	\$18,000.00			
ADDITIONAL REIMBURSEABLE EXPENSES				
Pipeline, Prints, Postage, Deliveries and Other Expenses	\$4,800.00			
Total Reimbursables	\$4,800.00			
TOTAL CONSTRUCTION ADMINISTRATION:	\$215,067.00			

RE: L-2 Canal Stormwater Pumping Station

PBC 2008910

EXHIBIT "B"
CONSULTANT CERTIFICATION

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 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 noncurrent 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

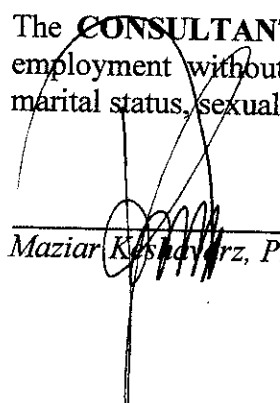
By entering into this Agreement, the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide 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, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION

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, sexual orientation, and gender identity and expression.



Maziar Keshavarz, P.E., President

7/11/2011

Date

RE: L-2 Canal Stormwater Pumping Station

PBC 2008910

EXHIBIT "B"
CONSULTANT CERTIFICATION

TRUTH-IN-NEGOTIATION STATEMENT

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PROHIBITION AGAINST CONTINGENT FEES STATEMENT

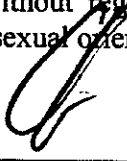
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Garry G. Gruber, P.E., Vice President 7/11/11 Date

RE: L-2 Canal Stormwater Pumping Station

PBC 2008910

EXHIBIT "B"
CONSULTANT CERTIFICATION

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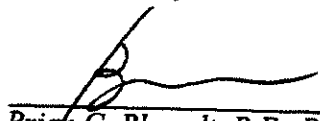
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Brian C. Rheault, P.E., President

7/11/14

Date

RE: L-2 Canal Stormwater Pumping Station

PBC 2008910

EXHIBIT "B"
CONSULTANT CERTIFICATION

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NON-DISCRIMINATION

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Dale G. Walker, P.E.

7/11/11
Date

RE: L-2 Canal Stormwater Pumping Station

PBC 2008910

EXHIBIT "B"
CONSULTANT CERTIFICATION

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PROHIBITION AGAINST CONTINGENT FEES STATEMENT

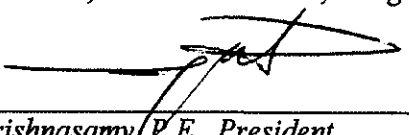
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NON-DISCRIMINATION

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, sexual orientation, and gender identity and expression.



Raj Krishnasamy, P.E., President Date

SCHEDULE 1
LIST OF SBE-M/WBE CONSULTANTS

EXHIBIT "C"

PROJECT NAME: L-2 Canal Stormwater Pumping Station	PROJECT NO: PBC 2008910
CONSULTANT: Keshavarz & Associates, Inc.	
CONTACT PERSON: Maziar Keshavarz, P.E., President	PHONE NO: 561-689-8600 FAX NO: 561-689-7476
AGREEMENT DATE: 4/10/07 (R2007-0460), renewed 2/24/09 DEPARTMENT: Engineering & Public Works/Engineering Services	

Name, Address & Phone Number of Consultant(s)	Type of Work to be Performed: Construction Administration Services					
	Small / Minority	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Keshavarz & Associates, Inc. 711 N. Dixie Highway, Suite 201, West Palm Beach, FL 33401 561-689-8600	<input checked="" type="checkbox"/> / <input checked="" type="checkbox"/>					\$128,644.00
2. Bridge Design Associates, Inc. 1402 Royal PB Blvd., Suite 200, Royal Palm Beach, FL 33411 561-686-3660	<input checked="" type="checkbox"/> / <input type="checkbox"/>					\$19,098.00
3. C & W Engineering 2701 Vista Parkway, Suite A7, West Palm Beach, FL 33411 561-642-5333	<input checked="" type="checkbox"/> / <input type="checkbox"/>					\$17,000.00
4. Tierra South Florida, Inc. 2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411 561-687-8536	<input checked="" type="checkbox"/> / <input checked="" type="checkbox"/>					\$10,000.00
	<input type="checkbox"/> / <input type="checkbox"/>					
	<input type="checkbox"/> / <input type="checkbox"/>					
TOTAL:		\$0.00	\$0.00	\$0.00	\$0.00	\$174,742.00

Supplement Amount: \$215,087.00	Total SBE-M/WBE Participation: \$174,742.00	
	SBE-M/WBE Percentage: 0.81242474	

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Palm Beach County
(NAME OF PRIME CONSULTANT)

2300 North Jog Road, West Palm Beach, FL 33411
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: Charles W. Rich, P.E., Director

FROM: Keshavarz & Associates, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)
711 North Dixie Highway, Suite 201, West Palm Beach, FL 33401
(ADDRESS)
(561) 689-8600 (561) 689-7476
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Maziar Keshavarz, P.E.

TITLE: President EMAIL: maziar@keshavarz.com

The undersigned intend to perform work in connection with the above project as (check one):
an individual X a corporation a partnership a joint venture

B.PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : X YES NO If YES, Check all that apply:

* MBE: BL H WBE X O(Other)

* SBE : BL H WBE X O(Other) White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Civil Engineering and Land Surveying

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 59 %
NOTE: Line 2 shall be the ACTUAL % of Total Project , NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE.

Project: L-2 Canal Stormwater Pumping Station

Project No.: PBC2008910

Keshavarz & Associates, Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Maziar Keshavarz, P.E., President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature]
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

***PALM BEACH COUNTY
OFFICE OF SMALL BUSINESS ASSISTANCE***

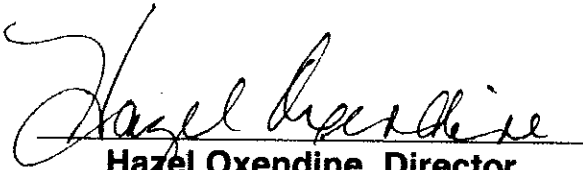
CERTIFIES THAT

**KESHAVARZ & ASSOCIATES, INC.
VENDOR # KESH0001**

***is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from March 25, 2010 to March 24, 2013.***

The following Services and/or Products are covered under this certification:

**CIVIL ENGINEERING SERVICES
ENGINEERING CONSULTING SERVICES
LAND SURVEYOR SERVICES**


Hazel Oxendine, Director

3/25/10



Palm Beach County Board of County Commissioners

Burt Aaronson, Chair
Karen T. Marcus, Vice Chair
Jeff Koons
Shelley Vana
Steven L. Abrams
Jess R. Santamaria
Priscilla A. Taylor

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker

EXHIBIT "D"

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Keshavarz & Associates
(NAME OF PRIME CONSULTANT)

711 N. Dixie Highway, Suite 201, West Palm Beach, FL 33401
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: Maziar Keshavarz / President

FROM: Mock Roos & Associates, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

5720 Corporate Way, West Palm Beach, FL 33407-2066
(ADDRESS)

561-683-3113
(TELEPHONE No.)

561-478-7248
(FAX No.)

CONTACT PERSON: Garry G. Gruber, P.E.

TITLE: Vice President EMAIL: garry.gruber@mockroos.com

The undersigned intend to perform work in connection with the above project as (check one):
an individual ☒ a corporation ☐ a partnership ☐ a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE *: ☐ YES ☒ NO If YES, Check all that apply:

* MBE: ☐ BL ☐ H ☐ WBE ☐ O(Other)

* SBE: ☐ BL ☐ H ☐ WBE ☐ O(Other) ☐ White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Mechanical Engineering

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT: 19 %
NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE.

Project: L-2 Canal Stormwater Pumping Station

Project No.: 2008910

Mock Roos & Associates, Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Garry G. Gruber, P.E. / Vice President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature] 7/11/2011
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Keshavarz & Associates, Inc.

(NAME OF PRIME CONSULTANT)

711 N. Dixie Highway, Suite 201, West Palm Beach, Florida 33401

(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: _____

FROM: BRIDGE DESIGN ASSOCIATES, INC.

SUB-CONSULTANT (Prime if SBE or M/WBE)

1402 Royal Palm Beach Blvd., Suite 200, Royal Palm Beach, Florida 33411

(ADDRESS)

561-686-3660

(TELEPHONE No.)

561-791-1995

(FAX No.)

CONTACT PERSON: Brian C. RheaultTITLE: PresidentEMAIL: bridgebbd@aol.com

The undersigned intend to perform work in connection with the above project as (check one):
 _____ an individual ☒ a corporation _____ a partnership _____ a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE *: ☒ YES _____ NO If YES, Check all that apply:

* MBE: _____ BL _____ H _____ WBE _____ O(Other)

* SBE: _____ BL _____ H _____ WBE _____ O(Other) ☒ White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Structural Engineering

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT: 9 %
 NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE.

Project: L-2 Canal Stormwater Pumping Station Project No.: 2008910BRIDGE DESIGN ASSOCIATES, INC.

NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Brian C. Rheault, P.E., President

(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature]

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

6/7/11

(DATE)

**PALM BEACH COUNTY
OFFICE OF SMALL BUSINESS ASSISTANCE**

CERTIFIES THAT

**BRIDGE DESIGN ASSOCIATES, INC.
VENDOR # BRID0003**

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from October 24, 2010 to October 23, 2013.*

The following Services and/or Products are covered under this certification:

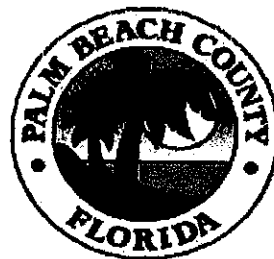
**Engineering Consulting Services
Structural Engineering Services**

Palm Beach County Board of County Commissioners

Burt Aaronson, Chair
Karen T. Marcus, Vice Chair
District 2
Shelley Vana
Steven L. Abrams
Jess R. Santamaria
Priscilla A. Taylor

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker


Hazel Oxendine, Director



08/18/2010

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: KESHAUQZ AND ASSOCIATES
(NAME OF PRIME CONSULTANT)

711 N. DIXIE HIGHWAY, SUITE 201, WPB FL 33401
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: _____

FROM: CDL ENGINEERING

SUB-CONSULTANT (Prime if SBE or M/WBE)

2701 VISTA PARKWAY, SUITE A7, WPB FL 33411
(ADDRESS)

561-642-5333
(TELEPHONE No.)

561-966-2293
(FAX No.)

CONTACT PERSON: DALE WALKER

TITLE: PRES.

EMAIL: DWALKER@CWENG.US

The undersigned intend to perform work in connection with the above project as (check one):
☐ an individual ☒ a corporation ☐ a partnership ☐ a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE *: ☒ YES ☐ NO *If YES, Check all that apply:*

* MBE: ☐ BL ☐ H ☐ WBE ☐ O(Other)

* SBE: ☐ BL ☐ H ☐ WBE ☐ O(Other) ☒ White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: ELEC. ENG.

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT: 8 %
NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE.

Project: L2 PUMP STATION

Project No.: 2008910

CDL ENG.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

DALE WALKER PRES
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature] 7/11/11
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

**PALM BEACH COUNTY
OFFICE OF SMALL BUSINESS ASSISTANCE**

CERTIFIES THAT

**WALKER ENTERPRISES INC.
D/B/A C & W ENGINEERING
VENDOR # WALK0042**

*is a Small Business Enterprise as prescribed by Section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from October 27, 2009 to October 26, 2012.*

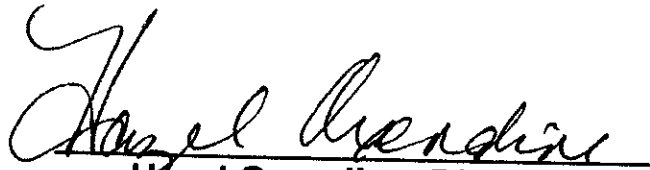
The following Services and/or Products are covered under this certification:

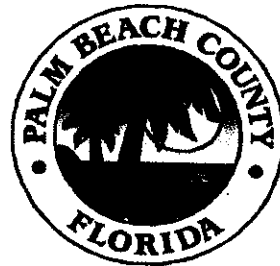
**Engineering Consulting Services,
Instrumentation/Engineering
Engineer Services, Professional**

Palm Beach County Board of County Commissioners

Jeff Koons, Chairperson
Burt Aaronson, Vice Chair
Karen T. Marcus
Shelley Vana
Steven L. Abrams
Jess R. Santamaria
Priscilla A. Taylor

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker


Hazel Oxendine, Director



10/27/2009

EXHIBIT "D"

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Keshavarz & Associates
(NAME OF PRIME CONSULTANT)

711 N. Dixie Highway, Suite 201, West Palm Beach, FL 33401
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: Maziar Keshavarz / President

FROM: Tierra South Florida, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411
(ADDRESS)

561-687-8536 561-687-8570
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Raj Krishnasamy, P.E.

TITLE: President EMAIL: Raj@tierrasf.com

The undersigned intend to perform work in connection with the above project as (check one):
an individual ☒ a corporation ☐ a partnership ☐ a joint venture

B.PALM BEACH COUNTY CERTIFIED SBE OR M/WBE *: ☒ YES ☐ NO If YES, Check all that apply:

* MBE: ☐ BL ☐ H ☐ WBE ☒ O(Other)

* SBE: ☐ BL ☐ H ☐ WBE ☒ O(Other) ☐ White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Material Testing & Inspection Services

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 5 %

NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE.

Project: L-2 Canal Stormwater Pumping Station

Project No.: 2008910

Tierra South Florida, Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Raj Krishnasamy, P.E. / President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature] 7/1/2011
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

**PALM BEACH COUNTY
OFFICE OF SMALL BUSINESS ASSISTANCE**

CERTIFIES THAT

TIERRA SOUTH FLORIDA, INC.

VENDOR # VC0000118568

*is a Small /Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from February 4, 2009 to February 3, 2012.*

The following Services and/or Products are covered under this certification:

**Geological Engineering Services
Laboratory Testing Services**

Palm Beach County Board of County Commissioners

Jeff Koons, Chairperson
Burt Aaronson, Vice Chair
Karen T. Marcus
Shelley Vana
District 4
Jess R. Santamaria
Addie L. Greene

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker


Hazel Oxendine, Director



CONFLICT OF INTEREST DISCLOSURE FORM**Project: L-2 Canal Stormwater Pumping Station Project No.: PBC 2008910**

ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County.

ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ENGINEER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the ENGINEER.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of ENGINEER would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the ENGINEER shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Maziar Keshavarz, as
(Name of Individual)
President, of Keshavarz & Associates, Inc.
(Title/Position) (Firm Name of ENGINEER)

Who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

(Signature)

7/11/2011
(Date)

1

Revised 01/27/05

EXHIBIT "E"

CONFLICT OF INTEREST DISCLOSURE FORM

Project: L-2 Canal Stormwater Pumping Station Project No.: PBC 2008910

ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

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If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of ENGINEER would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the ENGINEER shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Garry G. Gruber, as
(Name of Individual)

Vice President, of Mock, Roos & Associates, Inc.
(Title/Position) (Firm Name of ENGINEER)

Who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

July 11, 2011
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM**Project: L-2 Canal Stormwater Pumping Station Project No.: PBC 2008910**

ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

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THIS DISCLOSURE is submitted by Brian C. Rheault, as
(Name of Individual)

President, of Bridge Design Associates, Inc..
(Title/Position) (Firm Name of ENGINEER)

Who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

7/11/11
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM**Project: L-2 Canal Stormwater Pumping Station Project No.: PBC 2008910**

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(Attach additional sheets as needed.)

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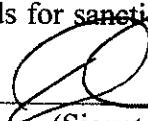
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THIS DISCLOSURE is submitted by Dale Walker, as
(Name of Individual)

President, of C&W engineering.
(Title/Position) (Firm Name of ENGINEER)

Who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

7/11/11
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM**Project: L-2 Canal Stormwater Pumping Station Project No.: PBC 2008910**

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THIS DISCLOSURE is submitted by Raj Krishnasamy, P.E., as
(Name of Individual)

President, of Tierra South Florida, Inc.
(Title/Position) (Firm Name of ENGINEER)

Who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

7/11/11
(Date)



CERTIFICATE OF LIABILITY INSURANCE

OP ID DH

DATE (MM/DD/YYYY)

07/11/11

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

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

PRODUCER Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach FL 33401 Phone: 561-478-1660 Fax: 561-478-6876	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: KESHA-1
INSURED Keshavarz & Associates, Inc. Mrs. Deborah Fulgenzi, Off Mgr 711 N. Dixie Highway, Ste 201 West Palm Beach FL 33401	INSURER(S) AFFORDING COVERAGE INSURER A: Assurance Company of America INSURER B: Zurich/Maryland Casualty INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 19305

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PAS39690673	02/09/11	02/09/12	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. \$ 1000000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PAS39690673	02/09/11	02/09/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$		PAS39690673	02/09/11	02/09/12	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	004819464	07/01/11	07/01/12	WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
re: For all contracted projects with Palm Beach County. "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, it's officers, employees and agents are additional insureds for General Liability only" includes prior acts coverage to effective date of the contract". Ten (10) days notice of cancellation for non payment

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners Engineering & Public Works 2300 N. Jog Road West Palm Beach FL 33411-2745	PBCBOAR 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
---	--

Client#: 9878

KESHASS3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2011

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

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

PRODUCER ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	CONTACT NAME: PHONE (A/C, No, Ext): 813 289-5200 FAX (A/C, No): 813 289-4561 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Keshavarz & Associates Inc 711 N Dixie Hwy #201 West Palm Beach, FL 33401	INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10120

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)
	CLAIMS-MADE					MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE
						PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY					
	PRO-JECT					
	LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO					BODILY INJURY (Per person)
	ALL OWNED AUTOS					BODILY INJURY (Per accident)
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)
	HIRED AUTOS					
	NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE
	EXCESS LIAB					AGGREGATE
	DEDUCTIBLE					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT
						E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
A	Professional Liability		79AE000483-111	07/01/2011	07/01/2012	\$1,000,000 per claim \$1,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made and reported basis.

Ten (10) days notice of cancellation in the event of non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of
County Commissioners
Engineering & Public Works
2300 North Jog Road
West Palm Beach, FL 33411-2745

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



Office of
Small Business Assistance
50 South Military Trail, Suite 2N-172
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com/osba

**Palm Beach County
Board of County
Commissioners**

Karen T. Marcus, Chair

Shelley Vana, Vice Chair

Paulette Burdick

Steven L. Abrams

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"



DATE: June 10, 2011

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

THROUGH: Allen Gray - Manger, Palm Beach County Office
of Small Business Assistance

FROM: Tanoy Williams, Compliance Specialist II

SUBJECT: Compliance Review on Project No. 2008910
L-2 Canal Stormwater Pump Station

The following is a Compliance Review of SBE participation
on the above-mentioned project.

LOW BIDDER:	MURRAY LOGAN CONSTRUCTION, INC.
	313 65 th Trail North
	West Palm Beach, FL 33413
Phone:	561-686-3948
Bid Opening:	May 24, 2011
Bid Amount:	\$3,226,800.00
Goal:	15% Overall
Goal Achieved:	15.24%

SBE Participation:

(SB) CR Dunn	\$492,000.00	15.24%
--------------	--------------	--------

2ND LOW BIDDER:	INTERCOUNTY ENGINEERING, INC.
	1925 NW 18 th Street
	Pompano Beach, FL 33069
Phone:	954-972-9800
Bid Amount:	\$3,565,127.92
Goal:	15% Overall
Goal Achieved:	15.42%

Page 1 of 2
Project 2008910



SBE Participation:
(SB) Al Lake Electrical \$550,000.00 15.42%

3RD LOW BIDDER: CLOSE CONSTRUCTION, INC.
3100 Fairlane Farms Road
Wellington, FL 33414
Phone: 863-467-0831
Bid Amount: \$3,933,266.00
Goal: 15% Overall
Goal Achieved: 15.68%

SBE Participation:
(SB) Cliff's Trucking \$617,000.00 15.68%

EVALUATION

The low bidder, **MURRAY LOGAN CONSTRUCTION, INC.** has met the SBE goal for this project.

c: Tammy Fields, Senior County Attorney
File

PROJECT NAME: L-2 CANAL STORMWATER PUMP STATION
 PROJECT NUMBER: 2008910
 BID OPENING DATE: MAY 24, 2011
 CONTRACT DAYS: TWO HUNDRED SEVENTY (270) CALENDAR DAYS

ITEM	QTY	UNITS	MURRAY LOGAN CONSTRUCTION, INC.		INTERCOUNTY ENGINEERING, INC.		CLOSE CONSTRUCTION, INC.		AVERAGE UNIT PRICE
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1 MOBILIZATION	1	LS	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$160,000.00	\$160,000.00	\$136,666.67
2 MAINTENANCE OF TRAFFIC (INCLUDES PEDESTRIAN MOT)	1	LS	\$6,000.00	\$6,000.00	\$12,050.00	\$12,050.00	\$20,500.00	\$20,500.00	\$12,850.00
3 RECORD DRAWINGS (PBC ENGINEERING)	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$750.00	\$750.00	\$750.00
4 RECORD DRAWINGS (PBC WUD)	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$900.00
5 RECORD DRAWINGS (PBC PUMP STATION)	1	LS	\$1,000.00	\$1,000.00	\$660.00	\$660.00	\$1,200.00	\$1,200.00	\$953.33
6 NPDES COMPLIANCE (SEE SP PAGES)	1	LS	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$5,500.00
7 SFWMD COMPLETION CERTIFICATION	1	LS	\$500.00	\$500.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$866.67
8 CONSTRUCT PUMP STATION (SEE NOTES)	1	LS	\$3,112,300.00	\$3,112,300.00	\$3,394,317.92	\$3,394,317.92	\$3,743,116.00	\$3,743,116.00	\$3,416,577.97
TOTAL BASE BID	****	****	*****	\$3,226,800.00	*****	\$3,565,127.92	*****	\$3,933,266.00	*****
CONTINGENCY ITEMS	****	****	*****	*****	*****	*****	*****	*****	*****
9 SUPPORT AND PROTECT AT&T COPPER UTILITY LINE	60	LF	\$100.00	\$6,000.00	\$70.00	\$4,200.00	\$30.00	\$1,800.00	\$66.67
10 SUPPORT AND PROTECT COMCAST FIBER OPTIC UTILITY LINE	15	LF	\$100.00	\$1,500.00	\$70.00	\$1,050.00	\$50.00	\$750.00	\$73.33
11 SUPPORT AND PROTECT WUD PRESSURE MAINS	445	LF	\$20.00	\$8,900.00	\$16.00	\$7,120.00	\$15.00	\$6,675.00	\$17.00
12 SELECTIVE CLEARING & GRUBBING (SEE NOTES)	0.5	AC	\$4,000.00	\$2,000.00	\$47,064.00	\$23,532.00	\$6,000.00	\$3,000.00 *	\$19,021.33
13 SELECTIVE CLEARING & GRUBBING (SEE NOTES)	0.7	AC	\$4,000.00	\$2,800.00	\$47,064.00	\$32,944.80	\$7,500.00	\$5,250.00	\$19,521.33
TOTAL CONTINGENCY ITEMS	****	****	*****	\$21,200.00	*****	\$68,846.80	*****	\$17,475.00	*****
TOTAL BID	****	****	*****	\$3,248,000.00	*****	\$3,633,974.72	*****	\$3,950,741.00 *	*****

*DENOTES CORRECTED FIGURE

BIDS RECEIVED BY: MARK A. SINKHORN, P.E.

BIDS RECORDED BY: JAYNE CANALE, TECHNICAL AIDE

PROJECT NAME: L-2 CANAL STORMWATER PUMP STATION
 PROJECT NUMBER: 2008910
 BID OPENING DATE: MAY 24, 2011
 CONTRACT DAYS: TWO HUNDRED SEVENTY (270) CALENDAR DAYS

THE MURPHY
 CONSTRUCTION COMPANY

ITEM	QTY	UNITS	UNIT PRICE	AMOUNT
1 MOBILIZATION	1	LS	\$65,000.00	\$65,000.00
2 MAINTENANCE OF TRAFFIC (INCLUDES PEDESTRIAN MOT)	1	LS	\$5,500.00	\$5,500.00
3 RECORD DRAWINGS (PBC ENGINEERING)	1	LS	\$2,500.00	\$2,500.00
4 RECORD DRAWINGS (PBC WUD)	1	LS	\$2,500.00	\$2,500.00
5 RECORD DRAWINGS (PBC PUMP STATION)	1	LS	\$2,500.00	\$2,500.00
6 NPDES COMPLIANCE (SEE SP PAGES)	1	LS	\$2,000.00	\$2,000.00
7 SFWMD COMPLETION CERTIFICATION	1	LS	\$2,000.00	\$2,000.00
8 CONSTRUCT PUMP STATION (SEE NOTES)	1	LS	\$3,865,358.00	\$3,865,358.00
TOTAL BASE BID	****	****	*****	\$3,947,358.00
CONTINGENCY ITEMS	****	****	*****	*****
9 SUPPORT AND PROTECT AT&T COPPER UTILITY LINE	60	LF	\$83.33	\$4,999.80
10 SUPPORT AND PROTECT COMCAST FIBER OPTIC UTILITY LINE	15	LF	\$83.33	\$1,249.95
11 SUPPORT AND PROTECT WUD PRESSURE MAINS	445	LF	\$65.00	\$28,925.00
12 SELECTIVE CLEARING & GRUBBING (SEE NOTES)	0.5	AC	\$5,000.00	\$2,500.00
13 SELECTIVE CLEARING & GRUBBING (SEE NOTES)	0.7	AC	\$5,000.00	\$3,500.00
TOTAL CONTINGENCY ITEMS	****	****	*****	\$41,174.75
TOTAL BID	****	****	*****	\$3,988,532.75

*DENOTES CORRECTED FIGURE

BIDS RECEIVED BY: MARK A. SINKHORN, P.E.

BIDS RECORDED BY: JAYNE CANALE, TECHNICAL AIDE

2011- _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment

FUND Capital Outlay

BGRV 070611-556
BGEX 070611-1827

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/06/11	REMAINING BALANCE
REVENUES								
WESTGATE/BEL CRA-LKSIDE MOBILE HM PK DRAIN								
3900-361-1191-6693	Developer Contribution	<u>0</u>	<u>0</u>	<u>61,601</u>	<u>0</u>	<u>61,601</u>		
TOTAL RECEIPTS & BALANCES		27,153,989	29,660,711	61,601	0	29,722,312		
EXPENDITURES								
WESTGATE/BEL CRA-LKSIDE MOBILE HM PK DRAIN								
3900-361-1191-8201	Contributions-Non-Govtl Agency	<u>8,998</u>	<u>3,420,334</u>	<u>61,601</u>	<u>0</u>	<u>3,481,935</u>		
TOTAL APPROPRIATIONS & EXPENDITURES		27,153,989	29,660,711	61,601	0	29,722,312	21,831	3,460,104

	SIGNATURE	DATE	By Board of County Commissioners
Engineering & Public Works	<u><i>Arthur Hite</i></u>	<u>7/11/11</u>	At Meeting of <u>07/12/11</u>
Administration / Budget Approval	_____	_____	_____
OFMB Department – Posted	_____	_____	_____
ATTACHMENT 8			Deputy Clerk to the Board of County Commissioners