

Agenda Item #: 3-C-4

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	November 15, 2011	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:			
Submitted By:	Engineering & Public Works Department		
Submitted For:	Roadway Production Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement in the amount of \$2,546,912.13 with E.C. Driver & Associates, Inc. (ECD), for professional services necessary for the Ocean Avenue Bridge construction phase.

SUMMARY: Approval of this Agreement will provide the construction engineering and inspection services required for the construction of the Ocean Avenue Bridge over the Intracoastal Waterway. ECD is a Palm Beach County Company.

District 4 (MRE)

Background and Justification: On April 28, 2011, the Consultant's Competitive Negotiations Act Selection Committee selected ECD and, in accordance with PPM No. CW-O-048, the Board of County Commissioners (Board) was notified of the selection on May 3, 2011. Palm Beach County now desires ECD to provide the construction engineering and inspection (CEI) services necessary for the \$30 million Ocean Avenue Bridge over the Intracoastal Waterway project (Project). The Palm Beach County Small Business Enterprise (SBE) goal for all projects is 15.0%. The SBE participation proposed for the Project by ECD is 20.0%. The fee, as detailed in Exhibit "B" of the attached Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$1,741,773.99	(CEI Services).
Reimbursable Expenses (Not to Exceed)....	<u>\$ 805,138.14</u>	(Fabricator Inspection, Geotechnical, Roadway Inspector and Expenses).
Total:	<u>\$2,546,912.13</u>	

After reviewing the attached Agreement and finding it in proper order, staff recommends the Board's approval.

Attachments:

1. Location Map
2. Agreement (2) with Exhibits "A", "B", "C", "D" and "E", Certificates of Insurance

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Recommended by: Ornelis A. Fernandez 10/20/11 [Signature]
Division Director Date

Approved By: [Signature] 10/25/11 [Signature]
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$2,546,913	-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	\$2,546,913	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3500 Dept 361 Unit 1001-01 Object 6505

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund

Intracoastal Crossings

Ocean Ave (Lantana) Bridge over Intracoastal Waterway

Task Authorization

- Basic Services

\$1,741,773.99

- Reimbursables

\$ 805,138.14

Fiscal Impact

\$2,546,912.13

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

John L. 10/25/11
OFMB SN 10/25/11 10/25/11
10/25/11

Dr. J. Jacoby 10/27/11
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

This Contract complies with our contract review requirements.

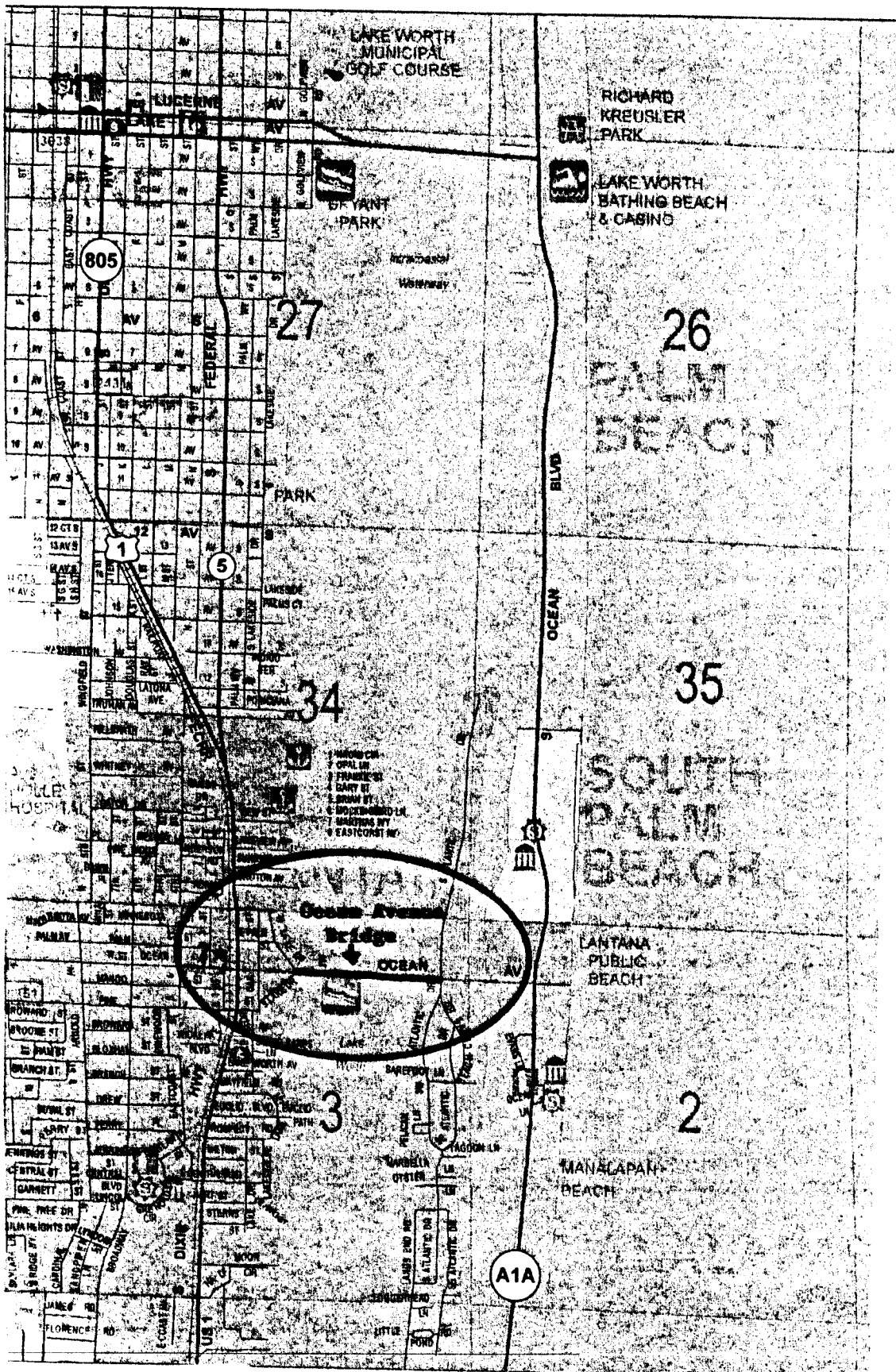
M. Rene R. Pitt 10/27/11
Assistant County Attorney

C. Other Department Review:

Department Director

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

PROJECT LOCATION
PROJECT NO. 2003502
OCEAN AVENUE (LANTANA) BRIDGE
OVER INTRACOASTAL WATERWAY



LOCATION SKETCH

ATTACHMENT 2

**STANDARD FORM OF AGREEMENT
BETWEEN
PALM BEACH COUNTY AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This is an Agreement made as of _____, 2011 between **Palm Beach County, Florida (COUNTY)** and **E.C. Driver & Associates, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at **150 E. Palmetto Park Road, Suite 400, Boca Raton, Florida 33432**, and having Federal Tax I.D. #59-2375705. The **COUNTY** intends to construct a **bridge replacement for Ocean Avenue Bridge over the Intracoastal Waterway, Project No. 2003502** (hereinafter called the **PROJECT**).

The **COUNTY** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **COUNTY** as set forth below.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 The **CONSULTANT** shall perform professional construction engineering and inspection (CEI) services in connection with the **PROJECT** as hereinafter stated which shall include normal civil engineering services, more particularly described in Exhibit "A" (Scope of Services).

1.1.2 The **CONSULTANT** shall perform required CEI services in accordance with the Florida Department of Transportation Construction Project Administration Manual.

1.1.3. The **CONSULTANT** has, during the selection and negotiation process which has preceded this agreement, represented to the **COUNTY** that the **CONSULTANT** is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this project. The **CONSULTANT** acknowledges that the **COUNTY** has relied on the **CONSULTANT'S** representations of skill, knowledge, experience and expertise. By executing this contract, the **CONSULTANT** agrees that the **CONSULTANT** will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the **CONSULTANT** has claimed. The **CONSULTANT** shall perform such duties as may be assigned without neglect. The **CONSULTANT** accepts the relationship of trust and confidence established by this Agreement, and covenants with the **COUNTY** to cooperate with the **COUNTY** and to utilize the **CONSULTANT'S** skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this project. The **CONSULTANT** agrees to perform each assignment in an efficient and economical manner consistent with the **COUNTY'S** interests and consistent with the **COUNTY'S** stated objectives and recognized professional engineering standards.

The **CONSULTANT** further contracts with the **COUNTY** to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Agreement first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the project.

1.1.4 The **CONSULTANT** shall obtain prior written approval from the **COUNTY** for all Construction Contract Modifications.

SECTION 2 - **ADDITIONAL SERVICES OF CONSULTANT**

2.1 Services Requiring Authorization in Advance

If authorized in writing by the **COUNTY'S** authorized representative, the **CONSULTANT** shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.8 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Summary, Exhibit "B". These will be paid for by the **COUNTY**, only when specifically authorized and in accordance with Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the **COUNTY**.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, the **COUNTY'S** schedule, character of construction or method of financing.

2.1.4. Furnishing the services of special consultants for other than the services included in Exhibit "A".

2.1.5. Services during out-of-town travel required of the **CONSULTANT** other than visits to the site or the **COUNTY'S** office as required by Section 1.

2.1.6. Assistance in connection with change orders for construction, materials, equipment or services.

2.1.7. Preparing to serve or serving as a consultant or witness for the **COUNTY** in any litigation or other legal proceeding involving the **PROJECT**.

2.1.8. Additional services in connection with the **PROJECT**, including services which are to be furnished by the **COUNTY** in accordance with Article 3, and services not otherwise provided for in this Agreement.

SECTION 3 - COUNTY'S RESPONSIBILITY

The **COUNTY** shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**.

- 3.1. The Director of the Construction Coordination Division shall act as the **COUNTY'S** representative with respect to the services to be rendered under this Agreement, and shall have complete authority to transmit instructions, receive information, interpret and define the **COUNTY** policies and decisions with respect to the **CONSULTANT'S** services for the **PROJECT**.
- 3.2. Provide all criteria and full information as to the **COUNTY'S** requirements for the **PROJECT**.
- 3.3. Assist the **CONSULTANT** by placing at the **CONSULTANT'S** disposal all available information pertinent to the **PROJECT** including previous reports and any other data relative to design or construction of the **PROJECT**.
- 3.4. Furnish to the **CONSULTANT** the items listed in Exhibit "A".
- 3.5. Arrange for access to and make all provisions for the **CONSULTANT** to enter upon public and private property as reasonably required for the **CONSULTANT** to perform services under this Agreement.
- 3.6. Furnish approvals and permits from all governmental authorities having jurisdiction over the **PROJECT** and such approvals and consents from others as may be necessary for completion of the **PROJECT**.
- 3.7. Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the **PROJECT**, and such auditing service as **COUNTY** may require to ascertain how or for what purpose any contractor has used the monies paid to him.
- 3.8. Attend the preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.9. Give prompt written notice to the **CONSULTANT** whenever the **COUNTY** observes or otherwise becomes aware of any development that affects the scope or timing of the **CONSULTANT'S** services, or any defect or non-conformance in the work of any contractor.
- 3.10. Furnish, or direct the **CONSULTANT** to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.11. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

4.1. The COUNTY will issue a written "NOTICE TO PROCEED" to the CONSULTANT within sixty (60) days of contract execution by the COUNTY. The CONSULTANT will immediately commence work on the PROJECT.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services and Expenses of the CONSULTANT.

5.1.1. Basic Services: The COUNTY will pay the CONSULTANT the lump sum of \$1,741,773.99 for completion of the Basic Services included in the Scope of Services (Exhibit "A") and the Fee Summary (Exhibit "B").

5.1.2. Additional Services: To the extent that additional services under Section 2 hereof are specifically authorized in writing by the COUNTY'S representative, the COUNTY will pay for such additional services in accordance with the following:

5.1.2.1. Actual Salary costs times a factor of 3.0 for services rendered by principals and employees assigned to the PROJECT plus all reimbursable expenses.

5.1.2.2. For services rendered by the CONSULTANT'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with Paragraph 2.1.7. at the rate of \$800.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in Paragraph 5.1.2.1).

5.1.3. Reimbursable Expenses: The COUNTY will pay the CONSULTANT, in accordance with State and local law, the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the COUNTY. These expenses will not exceed \$805,138.14 without additional authorization from the COUNTY.

5.1.4. Optional Services: The COUNTY will pay the CONSULTANT for completion of the Optional Services included in the Scope of Services (Exhibit "A") and the Fee Summary (Exhibit "B") when the provision of each service is specifically authorized in writing by the COUNTY. These expenses will not exceed \$0.00 without additional authorization from the COUNTY.

5.1.5. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in Paragraph 5.4.

5.1.6. Additional services and reimbursable expenses authorizations shall be issued in accordance with Board policy per Resolution Number R-89-633 adopted April 4, 1989.

5.2. Payments

5.2.1. Progress payments to the CONSULTANT shall be due and payable monthly in proportion to the percentage of services approved and accepted by the COUNTY based on said lump sum fee until 90% of the project is completed. There will be no additional payments for Basic Services until all services are completed and accepted by the COUNTY.

5.2.2. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion of the services described in this Agreement.

5.3. **Other Provisions Concerning Payments**

5.3.1. If this Agreement is terminated prior to its completion other than due to default on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for Basic Services called for under Section 1 an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in Section 5. Further, the **CONSULTANT** shall be paid for the completed portion of additional services authorized under Section 2, in accordance with Paragraph 5.1.2.

5.3.2. Records of the **CONSULTANT'S** Salary Costs pertinent to the **CONSULTANT'S** compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the **COUNTY** on request prior to final payment for the **CONSULTANT'S** services.

5.4. **Definitions**

5.4.1. The Salary Costs used as a basis for payment shall mean the actual salaries and wages paid to principals and employees engaged on the **PROJECT**. Time spent on this **PROJECT** by stenographers, typists and clerk skills shall not be charged to the **PROJECT** nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.

5.4.2. Reimbursable Expenses shall mean the actual expenses of soils testing, printing and similar **PROJECT** related items when authorized by the **COUNTY** in accordance with law.

SECTION 6 - GENERAL CONSIDERATION

6.1. **Termination**

This Agreement may be canceled by the **CONSULTANT** upon thirty (30) days prior written notice to the **COUNTY** if, through no fault of the **CONSULTANT**, the **COUNTY** fails to cure any material default by the **COUNTY** in its performance of the terms of this Agreement. This Agreement may also be terminated, in whole or in part, by the **COUNTY**, with or without cause, immediately upon written notice to the **CONSULTANT**. Unless the **CONSULTANT** is in breach of this Agreement, the **CONSULTANT** shall be paid for services rendered to the **COUNTY'S** satisfaction through the date of cancellation or termination. In the event of cancellation by the **CONSULTANT** or termination by the **COUNTY**, **CONSULTANT** agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the **COUNTY**, the **CONSULTANT** shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the **COUNTY**.
- D. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

6.2. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

6.2.1. Upon completion and acceptance of the final work, the **CONSULTANT** shall furnish to the **COUNTY** the record drawings, field notes and all documents and materials prepared by and for the **COUNTY** under this Agreement.

6.2.2. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the **COUNTY** or at its expense will be kept confidential by the **CONSULTANT** and will not be disclosed to any other party, directly or indirectly, without the **COUNTY'S** prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Agreement at the **COUNTY'S** expense shall be, and remain, the **COUNTY'S** property, and may be reproduced and reused at the discretion of the **COUNTY**.

6.2.3. The **COUNTY** and the **CONSULTANT** shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

6.2.4. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

6.2.5 Notwithstanding any breach of this Agreement by either party nor the status of payment to the **CONSULTANT**, nor the **COUNTY'S** exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of the **CONSULTANT'S** services, or authorized by the **COUNTY** as a reimbursable expense, whether generated directly by the **CONSULTANT**, or by or in conjunction or consultation with any other party whether or not a party to this Agreement, whether or not in privity of contract with the **COUNTY** or **CONSULTANT**, and wherever located shall be the property of the **COUNTY**.

6.4. **Insurance**

CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. **CONSULTANT** shall agree to provide the **COUNTY** with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as **COUNTY'S** review or acceptance of insurance maintained by **CONSULTANT** are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **CONSULTANT** under the contract.

6.4.1 **Commercial General Liability**

CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

6.4.2. **Business Automobile Liability**

CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

6.4.3. **Worker's Compensation Insurance & Employers Liability**

CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

6.4.4. **Professional Liability**

CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$40,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

6.4.5. **Additional Insured**

CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

6.4.6. **Waiver of Subrogation**

CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

6.4.7. **Certificate(s) of Insurance**

Prior to execution of this Contract, **CONSULTANT** shall deliver to the **COUNTY** a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Department of Engineering & Public Works
2300 N. Jog Road, 3rd Floor
West Palm Beach, FL 33411-2745

6.4.8 **Umbrella or Excess Liability**

If necessary, **CONSULTANT** may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The **COUNTY** shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

6.4.9 **Right to Review**

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. **COUNTY** reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

6.5. **Indemnification**

CONSULTANT shall indemnify and hold harmless the **COUNTY**, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the **CONSULTANT** and other persons employed or utilized by the **CONSULTANT** in the performance of the contract.

6.6. **Controlling Law and Venue**

This Agreement is to be governed by the laws of the State of Florida. The parties agree that venue for any action which in any way arises out of this Agreement shall only be in a state court of competent jurisdiction located in Palm Beach County, Florida.

6.7. **Successors and Assigns**

6.7.1. The **COUNTY** and the **CONSULTANT** each binds itself and the partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, the **CONSULTANT** shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the **COUNTY**, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the **COUNTY** and the **CONSULTANT**.

6.7.2. The **CONSULTANT** shall not assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the **CONSULTANT** from employing such independent professional associates and consultants as the **CONSULTANT** may deem appropriate to assist in the performance of services hereunder.

6.7.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the **COUNTY** and the **CONSULTANT**, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the **COUNTY** and the **CONSULTANT** and not for the benefit of any other party.

6.8 **Subcontracting**

The **COUNTY** reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The **CONSULTANT** is encouraged to seek small business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the **CONSULTANT** shall promptly do so, subject to acceptance of the new subcontractor by the **COUNTY**.

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is **15.0%**. The **CONSULTANT** has committed to **20.0%** for this Project.

The **CONSULTANT** agrees to abide by all provisions of the SBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The **CONSULTANT** has provided Exhibit "C" (Consultant Certifications), if required, Exhibit "D" (Participation for SBE Consultants) and Exhibit "E" (Letter's of Intent) attached hereto indicating the specific participation.

The **CONSULTANT** understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the contract goal.

The **CONSULTANT** understands that it is the responsibility of the County Department letting the Agreement and the SBE Office to monitor compliance with the SBE Ordinance requirements. In that regard, the **CONSULTANT** agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE participation for this Agreement.

The **CONSULTANT** further agrees to provide the SBE Office with a copy of the **CONSULTANT'S** agreement with the SBE subcontractor or any other related documentation upon request.

The **CONSULTANT** understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the Agreement as it relates to the use of SBE firms. Any SBE's which, for any reason, no longer remain associated with the Project shall be replaced by the **CONSULTANT** with other certified SBE's, unless approval to the contrary is granted by the **COUNTY**.

The **CONSULTANT** understands that he/she is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other bidders or potential bidders.

The **CONSULTANT** agrees to maintain all relevant records and information necessary to document compliance with the SBE Ordinances, and will allow the **COUNTY** to inspect such records.

The **CONSULTANT** shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the **CONSULTANT** prior to receipt of any further progress payments. During the term of the Agreement and upon completion of the Agreement, the **COUNTY** may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant, or supplier and the **COUNTY** or any liability on the **COUNTY** for the **CONSULTANT'S** failure to make timely payment to the subcontractor, subconsultant or supplier.

6.9. **Personnel**

The **CONSULTANT** represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement.

Such personnel shall not be employees of or have any contractual relationship with the **COUNTY**. All of the services required herein shall be performed by the **CONSULTANT** or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The **CONSULTANT** warrants that all services shall be performed by competent personnel in accordance with all applicable national, federal, state, and local professional and technical standards.

6.10. **Availability of Funds**

The **COUNTY'S** performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

6.11. **Conflict of Interest**

The **CONSULTANT** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The **CONSULTANT** further represents that no person having any interest shall be employed for said performance.

The **CONSULTANT** shall promptly notify the **COUNTY'S** representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the **CONSULTANT'S** judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the **CONSULTANT** 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 a conflict of interest if entered into by the **CONSULTANT**.

The **COUNTY** agrees to notify the **CONSULTANT** of its opinion by certified mail within thirty (30) days of receipt of notification by the **CONSULTANT**. If, in the opinion of the **COUNTY**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **CONSULTANT**, the **COUNTY** shall so state in the notification and the **CONSULTANT** shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the **COUNTY** by the **CONSULTANT** under the terms of this Agreement.

6.12. Independent Contractor Relationship

The **CONSULTANT** and subconsultants are, and shall be, in the performance of all work services and activities under this Agreement, Independent Contractors, and not employees, agents, or servants of the **COUNTY**. The **CONSULTANT** does not have the power or authority to bind the **COUNTY** in any promise, agreement or representation other than specifically provided for in this Agreement. The **CONSULTANT** shall be responsible to the **COUNTY** for all the work or services performed by the **CONSULTANT** or any person or firm engaged as a subcontractor to perform work in fulfillment of this Agreement.

6.13. Access and Audits

The **CONSULTANT** shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The **COUNTY** shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the **CONSULTANT'S** place of business.

6.14 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

6.15 Entirety of Contractual Agreement

The **COUNTY** and the **CONSULTANT** agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

During the term of this Contract, the **COUNTY** may require professional services that are the same or similar to those described in this agreement. The **COUNTY** may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If the **COUNTY** so elects, it is mutually understood that the relationship between the **CONSULTANT** and the **COUNTY** under this Contract shall be considered as neither barring the **CONSULTANT** from, nor granting special consideration to the **CONSULTANT**, in participating in the selection process for a consultant to provide such additional services.

6.16 Office of the Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 Federal & State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this agreement.

7.2 The following Exhibits are attached to and made a part of this Agreement.

7.2.1 Exhibit A: Scope of Services

7.2.2 Exhibit B: Fee Summary

7.2.3 Exhibit C: Truth in Negotiation, Prohibition Against Contingent Fees & Public Entity Crimes Statements, Conflict of Interest Disclosure Form, Disclosure of Ownership Interests Form (if applicable).

7.2.4 Exhibit D: Participation for SBE Consultants

7.2.5 Exhibit E: Letters of Intent to Perform as an SBE and/or M/WBE (if applicable).

7.3. This Agreement (consisting of pages 1 to 15, inclusive), together with the Exhibits and Schedules identified above constitute the entire Agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 8 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

SECTION 9 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 10 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

SECTION 11 - NONDISCRIMINATION

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, familial status, sexual orientation, and gender identity and expression.

SECTION 12 - AUTHORITY TO PRACTICE

The **CONSULTANT** hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the **COUNTY**'s representative upon request.

SECTION 13 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the **CONSULTANT** shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the **CONSULTANT'S** most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the **COUNTY** determine that the rates and costs 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 rights under this Article 4 within three (3) years following final payment.

SECTION 14 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 15 - EXCUSABLE DELAYS

The **CONSULTANT** shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the **CONSULTANT** or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the **CONSULTANT'S** request, the **COUNTY** shall consider the facts and extent of any failure to perform the work and, if the **CONSULTANT'S** failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the **COUNTY'S** rights to change, terminate, or stop any or all of the work at any time.

SECTION 16 - CONTINGENT FEES

The **CONSULTANT** warrants that it has 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 it has 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 any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 17 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into 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).

SECTION 18 - MODIFICATIONS OF WORK

The **COUNTY** reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the **CONSULTANT** of the **COUNTY'S** notification of a contemplated change, the **CONSULTANT** shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the **COUNTY** of any estimated change in the completion date, and (3) advise the **COUNTY** if the contemplated change shall affect the **CONSULTANT'S** ability to meet the completion dates or schedules of this Agreement.

If the **COUNTY** so instructs in writing, the **CONSULTANT** shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the **COUNTY'S** decision to proceed with the change.

If the **COUNTY** elects to make the change, the **COUNTY** shall initiate an Agreement Amendment and the **CONSULTANT** shall not commence work on any such change until such written amendment is signed by the **CONSULTANT** and approved and executed on behalf of Palm Beach County.

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

OWNER:
Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

BY: _____,
Chair

SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
(Deputy Clerk)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: *Ormelia A. Fernandez*

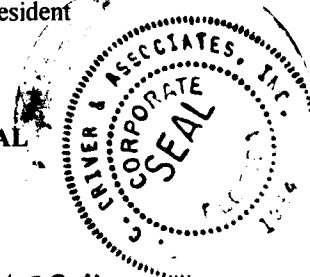
APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

CONSULTANT:
E.C. Driver & Associates, Inc.

BY: *Luis Costa*
Luis Costa, P.E., Vice President

CORPORATE SEAL



ATTEST WITNESS:

BY: MARIO ECHAGARRUA
(Print Name)

[Signature]
(Signature)

BY: EVHEN KYJ
(Print Name)

Evhen V Kyj
(Signature)

EXHIBIT “A”

**Construction Engineering and Inspection (CEI) Professional Engineering Services for the
Ocean Avenue Bridge in Lantana over the Intracoastal Waterway
Palm Beach County Project No. 2003502**

EXHIBIT "A"

**CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES FOR:**

**Ocean Avenue Bridge in Lantana over the Intracoastal Waterway
Palm Beach County Project No. 2003502**

*Super Fee okay
RFS 9/12/11
SAY*

**Construction Engineering and Inspection (CEI) Professional Engineering Services for the
Ocean Avenue Bridge in Lantana over the Intracoastal Waterway
Palm Beach County Project No. 2003502**

**SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION**

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling for the construction project listed below.

2.0 SCOPE:

The Consultant shall be responsible for providing services as defined in this Scope of Services, Palm Beach County manuals, procedures and referenced Florida Department of Transportation (FDOT) documents.

The project for which the services are required are:

Description: Ocean Avenue Bridge in Lantana over the Atlantic Intracoastal Waterway
County Project No.: 2003502

The Consultant will provide CEI services that include contractor oversight and project administration throughout the duration of the construction phase. Specifically, these services are comprised of, but are not limited to, the following activities: to provide contract administration and advocacy on behalf of the County; to act as liaison between the County, Contractor, and Engineer of Record; to provide certified inspection and documentation of the contractor's work; to process monthly pay estimates/performance quantities verification; to expeditiously evaluate and process requests for information and change orders; to remove/minimize restrictions, where practical, to the contractor's operations; to review/accept the contractor's schedules and updates; to suggest methods to reduce construction duration; to provide public information coordination services throughout construction; to provide field inspectors to monitor quality assurance/quality control plan procedures and adherence; to monitor construction sequencing, methods, and phased implementation; and to monitor and provide recommendations to minimize critical path activities (i.e.: utility relocations, maintenance of traffic/temporary pavement, coordinate lane closures and detours with the contractor, demolition, site work/mitigation).

3.0 LENGTH OF SERVICE:

The Consultant's services for this Construction Contract shall begin upon written notification to proceed by the County.

The Consultant Senior Project Engineer will track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, the Consultant shall coordinate closely with the County and

**Construction Engineering and Inspection (CEI) Professional Engineering Services for the
Ocean Avenue Bridge in Lantana over the Intracoastal Waterway
Palm Beach County Project No. 2003502**

Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

The anticipated letting schedule and construction timeline for the project is tabulated below:

Construction Contract Estimate			
Project No.	Start Date (Estimated)	End Date (Estimated)	Duration
2003502	January 2012	January 2014	735 days

4.0 ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:

The County, on as needed basis, will furnish the following Construction Contract documents for this project. These documents may be provided in either paper or electronic format.

1. Construction Plans (5 each)
2. Special Provisions (5 each)
3. Copy of the Executed Construction Contract
4. Utility Agency's Approved Material List (if applicable)
5. Design Computation Book(s)
6. Standard forms and letters required by the County for construction contract management and contract administration that are not accessible through the County's website.

5.0 ITEMS FURNISHED BY THE CONSULTANT:

5.1 Documents:

All documents, directives, procedures, and standard forms that are available through the Palm Beach County Internet website, Florida Department of Transportation Internet website or the Florida Department of Transportation Maps and Publications Office shall be obtained by the Consultant from the applicable website.

5.2 Office Automation:

The Consultant shall use computer software to be compatible with the County's word processing and spreadsheet software. The consultant shall have e-mail capabilities.

**Construction Engineering and Inspection (CEI) Professional Engineering Services for the
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The Consultant will furnish computer services/software needed for project scheduling, documentation, and control (Adobe Acrobat Professional, Primavera/Suretrak, Claim Digger, etc.).

All computer coding shall be input by Consultant personnel using equipment furnished by the consultant.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant.

5.3 Field Office:

The County Construction Project Manager's/Consultant/CEI's Field Offices/Trailers will be included in the Construction Contract as a per day pay items. The Contractor shall obtain all necessary permits and certificates of occupancy for setting up the field office and making utility connections to city, county or local facilities, and the cost of such permits shall be included in the pay items for construction field offices. The field offices will be furnished and will meet the requirements of the Construction Contract.

Routine expenses, other than those that are the responsibility of the Contractor, for operation of the offices, such as stamps, postage costs, telephone service, etc., will be the responsibility of the Consultant and will be compensated by the County as described in the Contract.

5.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment. Inspector vehicles shall have the name of the consulting firm visibly displayed on both sides of the vehicle.

5.5 Field Equipment:

The Consultant shall supply inspection and testing equipment. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed upon completion of the work.

The Consultant's handling of nuclear density gauges shall be in compliance with their license.

5.6 Licensing for Equipment Operations:

**Construction Engineering and Inspection (CEI) Professional Engineering Services for the
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Palm Beach County Project No. 2003502**

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the County for verification, upon request.

6.0 LIAISON:

The Consultant shall keep the County Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications and shall seek input from the County Construction Project Manager in order for the County Construction Project Manager to oversee the Consultant's performance.

Administrative duties relating to invoice approval requests, personnel approval requests, time extension requests, and supplemental amendment requests shall be reviewed and approved by the County Construction Project Manager.

7.0 REQUIREMENTS:

7.1 General:

It shall be the responsibility of the Consultant to administer and monitor the Construction Contract, such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Construction Contract.

The Consultant shall observe, monitor and inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies, in compliance with the contract.

If the Consultant identifies a condition that will require an amendment to the Construction Contract, the Consultant Senior Project Engineer will communicate the need to the County's Construction Project Manager for an approval in concept. Once an approval in concept is received, the Consultant shall prepare and submit the amendment request, and all accompanying documentation to the County Construction Project Manager for approval and further processing. The content and format of the amendment or change order request and accompanying documentation shall be in accordance with the instructions and format to be approved or provided by the County.

The Consultant shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

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7.2 Survey Control:

Survey control shall be the Contractor's responsibility and is not part of the scope of services. The Consultant shall perform verification surveys as needed.

7.3 On-site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. The Consultant will make necessary arrangements to monitor all off-site activities and fabrication that require monitoring at the recommendation of the Consultant and the direction of the County. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

7.4 Shop Inspection:

The consultant shall perform shop inspections as required throughout the construction duration. The consultant is responsible to establish a local Fabrication Inspection team to perform inspections at the fabrication site (location to be determined). The Fabrication Inspection effort has been estimated as a Reimbursable Service not to exceed \$100,000.

7.5 Sampling and Testing:

Geotechnical Sampling and Testing shall be the Consultant's responsibility.

7.6 Engineering Services:

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor and/or sub-contractors involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- (1) Schedule and attend, within ten (10) days after the notice to proceed, a pre-service conference for the project in accordance with the County's policies and procedures. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.

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The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit action request packages for personnel approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the County Construction Project Manager, either at this meeting or within seven (7) days.

- (2) Schedule and attend, within ten (10) days after the Notice to Proceed, a Final Estimate informational meeting with the County's Construction Project Manager or designee. The Consultant shall provide appropriate staff to attend and participate in this meeting.
- (3) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For the NPDES General Permit for this project, it is a requirement to provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by County.
- (4) Analyze problems that may arise on this project and any proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (5) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.
- (6) Prepare and submit to the County's Project Manager monthly, a Construction Status Report, in a format to be provided by the Consultant and approved by the County.
- (7) Video tape, photograph and document the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities during construction, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (10) Geotechnical Engineering and Testing services shall be the Consultant's responsibility.

**Construction Engineering and Inspection (CEI) Professional Engineering Services for the
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- (11) Review and analyze the Contractor's preliminary Baseline CPM Construction Progress Schedule and estimated monthly payment curve, as submitted at or before the Pre-Construction Conference, for adequacy and completeness in accordance with FDOT Standard Specification 8-3.2 and provide the County and the Contractor with review comments. Continue this review and analysis process until an acceptable schedule is provided by the Contractor.
- (12) Review and analyze the Contractor's CPM Progress Schedule Updates and Progress Schedule Revisions for compliance with contract requirements and provide the County and Contractor with review comments.
- (13) Review Contractor's Two Week Look Ahead schedule as submitted by the Contractor and confirm compliance with approved CPM Construction Progress Schedule.
- (14) Consultant shall be responsible for evaluating and monitoring the Contractor's Quality Control (QC) Plan submitted by the Contractor for control, testing and acceptance of materials in accordance with the Specifications. The Consultant shall review the initial QC Plan and make recommendations to the County to either accept the Contractor's submitted QC Plan or provide written comments to the contractor that lists the deficiencies so the Contractor may make additions and/or corrections to the plan to facilitate the re-submittal of an acceptable QC Plan. The contractor is responsible for providing a QC Plan acceptable to the County and the Consultant. After the contractor has obtained acceptance of the QC Plan from the County and the Consultant, the Consultant shall monitor the contractor's compliance with the QC Plan. If at any time the consultant determines that the contractor is not in compliance with the accepted QC Plan, the Consultant shall notify the contractor in writing of the noted deficiencies. Should the contractor fail to take immediate corrective action, the consultant shall disapprove the contractor's QC Plan. The consultant shall then provide a written statement to the contractor that describes what contractor actions are necessary for reinstatement of the QC Plan.

8.0 STAFFING:

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until this Construction Contract has been accepted as complete.

Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If contractor operations are

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substantially reduced or suspended, the Consultant will reduce the inspection staff appropriately and accordingly.

9.0 CERTIFICATION OF FINAL ESTIMATES:

9.1 Final Estimate and As-Built Plans Submittal:

The Consultant shall prepare documents and project construction records in compliance with the Consultant's approved Quality Assurance Plan and the County's Procedures. The Consultant shall submit the Final Estimate and one set of final 'record drawings' documenting the Contractor's work within thirty (30) calendar days of final acceptance of the project.

9.2 Certification:

Consultant personnel preparing the certified final estimate package shall be CTQP Final Estimates Level II qualified or a person holding a four year degree in civil engineering. Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to procedures acceptable to Palm Beach County.

9.3 Offer of Final Payment:

The Consultant shall prepare the offer of final payment package in a format acceptable to Palm Beach County. The package shall accompany the Certified Final Estimates Package submitted to the County. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

10.0 AGREEMENT MANAGEMENT:

10.1 General:

(1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant Senior Project Engineer's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.

(2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Agreement, the Consultant Senior Project Engineer will communicate the need to the County's Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the AR, and all accompanying documentation to the County Construction Project

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Manager for approval and further processing. The Consultant shall submit ARs to allow the County eight weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be approved or provided by the County.

(3) The Consultant Senior Project Engineer for the project shall be responsible for performing follow-up activities to determine the status of each AR submitted to the County.

10.2 Invoicing Instructions:

In accordance with the Agreement, monthly invoices shall be submitted to the County in a format defined by the County, no later than the 20th day of the following month. Once submitted, the Senior Project Engineer shall notify the County's Construction Project Manager via e-mail. All invoices shall be submitted to the County in electronic and hard copy formats if requested.

A final invoice will be submitted to the County no later than the 30th day following Final Acceptance of the individual project or as requested by the County.

11.0 SUBCONSULTANT SERVICES

Upon written approval by the County Construction Project Manager, and prior to performance of work, the Consultant may subcontract for additional services, including, but not limited to engineering inspection, materials testing, or specialized professional services.

The Consultant will provide copies of all executed agreements between the Consultant and subconsultants specific to the Project.

12.0 OTHER SERVICES:

Upon written authorization by the County Director of Engineering or designee, the Consultant will perform additional services in connection with the project not otherwise identified in these scope of services. The following items are not included as part of these scope of services, but may be required by the County to supplement the Consultant services.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this contract.

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13.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the County and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Amendment to this Agreement or a new agreement, in accordance with the hourly rates defined herein.

EXHIBIT “B”

EC Driver Associates - Estimate for Ocean Avenue Bascule Bridge Construction Engineering and Inspection

CEI Team - EC Driver
Ocean Avenue

Ocean Avenue		2012												2013												Total Man Months	Total Man Hours	Overtime Hours	Avg Hourly Rate	Allowable Burdened Rate	Overtime Rate/hr	Unburdened Labor Costs	Burdened Labor and Expenses	TOTAL																							
Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Unburdened									Burdened																							
CEI Senior Project Engineer	0.3	0.1	0.1	0.1	0.5	0.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.3	0.3	5.4	881	0	\$73.33	\$219.99	\$85,337.03	\$196,011.09																										
CEI Project Engineer	0.3	0.3	0.4	1	1	1	1	0.9	0.9	0.9	0.8	0.8	0.8	0.9	0.9	0.8	0.9	0.9	0.8	0.9	0.9	0.9	0.9	0.9	19.8	3,287	0	\$50.72	\$152.16	\$185,702.24	\$497,106.72																										
CEI Senior Bridge Inspector	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21	3,465	0	\$32.44	\$97.32	\$112,404.80	\$337,213.80																											
CEI Mechanical/Electrical Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.3	0.3	0.3	0.3	0.3	0.3	0.3	2.1	347	347	\$32.44	\$97.32	\$16.22	\$5,828.34	\$16,885.02																									
CEI Assistant Project Administrator	0.5	0	0	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21	3,465	35	\$27.24	\$81.72	\$16.22	\$11,266.00	\$33,770.04	\$580,591.33	\$1,741,773.99																								
CEI Roadway Inspector										0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3	4.2	683	347	\$24.00	\$72.00	\$13.82	\$14,728.14	\$14,728.42																										
CEI Inspector										0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	0.7	9.8	1,617	69	\$24.00	\$72.00	\$12.00	\$28,808.00	\$116,424.00																										
CEI Office Administrator	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21	3,465	162	\$18.00	\$54.00	\$12.00	\$1,944.00	\$5,832.00																										
Man-Months	1.1	0.4	0.5	3.6	4.5	4.5	4.2	4.1	4.1	4.1	5	5	5	5.1	5.1	5	5.1	5.4	5.3	5.4	5.4	5.4	5.5	5.5																																	
Cummulative Man Hours	182	248	330	924	1,687	2,409	3,102	3,779	4,455	5,132	5,957	6,782	7,607	8,448	9,290	10,115	10,958	11,847	12,722	13,613	14,504	15,385	16,302	17,210																																	
Total EC Driver LUMP SUM Fee																																	\$1,741,773.99																								
EC Driver Expenses (30.15% of unburdened labor costs)																																	\$175,048.29		\$175,048.29																						
Fabricator Inspection																																	\$100,000.00		\$100,000.00																						
EC Driver																																	\$447,855.00		\$447,855.00																						
Geotechnical Testing																																	\$78,318.90		\$78,318.90																						
Trierra South Florida (SBE)																																	\$13,915.95		\$13,915.95																						
Roadway Inspector (Caulfield and Wheeler)	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	6	990	99	\$27.00	\$79.11	\$13.50	\$28,730.00	\$78,318.90	\$28,066.50	\$82,234.85																								
Caulfield and Wheeler (SBE)																																	\$1,806,136.14		\$1,806,136.14																						
Total REIMBURSABLE Items																																	\$2,546,912.13		\$2,546,912.13																						
Total Estimated Manhours:																									18,200																																
GRAND TOTAL																																																									

EC Driver Proposed Multiplier 3.0 (Based on Lorraine Odom Letter dated July 12, 2011)

Field Overhead Rate 175.71%
Proposed Operating Margin 25%
Expense Rate 30.15%

Caulfield and Wheeler Proposed Multiplier 2.93



CAULFIELD & WHEELER, INC.
Consulting Engineers • Surveyors & Mappers

Engineering EB0003591
Surveying LB0003591
Landscape Architecture LC0000318

June 27, 2011

Mr. Luis Costa, P.E.
Vice President
E. C. Driver & Associates
150 E. Palmetto Park Road, Suite 400
Boca Raton, Florida 33432

**Re: Ocean Avenue Bridge in Lantana over Intracoastal Waterway
CEI – Inspection Services
Palm Beach County, Florida**

Dear Mr. Costa:

Thank you for allowing Caulfield & Wheeler, Inc. the opportunity to provide our information, as an SBE, for the CEI - Inspection Services for the Ocean Avenue Bridge in Lantana over the Intracoastal Waterway.

As requested I'm attaching the SBE Certificate from the County, and the RFP information for Palm Beach County.

In addition, this is to confirm that we are able to provide one full time individual, as an engineering inspector, for the duration of the project. Our hourly rate is \$27.00/hour, and our multiplier rate is 2.93, which includes a vehicle, laptop computer, and cell phone for the individual.

Thank you again for your consideration of Caulfield & Wheeler, Inc., for CEI – Inspection Services for the Ocean Avenue Bridge Project. We look forward to working on this prestigious project.

Please call if you have any questions, or need any additional information on this matter.

Sincerely,
Caulfield & Wheeler, Inc.


John F. Wheeler, P.E.
President

JFW:jd
Z:\RFP\ocean ave bridge\6.27.11_ec driver letter.doc

TIERRA SOUTH FLORIDA, INC.

Client: EC Driver & Associates

Project Name: Ocean Avenue (Lanatana) Bridge over Intracoastal Waterway

PBC PROJECT No.: 2003502

Date: 8/1/2011

Attention: Mr. Luis Costa, P.E.

TSF Proposal No.: 1108-280-Revised

VT Inspection "Support Services" Estimate

Laboratory Services

Item Description	Unit	Unit Rate	Estimated Quantity	Sub-Total
Standard Proctor - Embankment/Backfill	per test	\$85.00	10	✓ \$850.00
Modified Proctor - Base	per test	\$85.00	10	✓ \$850.00
Carbonate Content-Base	per test	\$100.00	5	✓ \$500.00
LBR - Base	per test	\$275.00	5	✓ \$1,375.00
LBR - Stabilized Subgrade	per test	\$275.00	5	✓ \$1,375.00
Organic Content (Prepared Soil Layer)	per test	\$50.00	5	✓ \$250.00
Sieve Analysis / Soil Classification / Wash 200	per test	\$75.00	21	✓ \$1,575.00
Plastic and Liquid Limit / Plasticity Index	per test	\$80.00	21	✓ \$1,680.00

Total Laboratory Services: ✓ \$8,455.00

Field / Technical Services

Item Description	Unit	Unit Rate	Estimated Quantity	Sub-Total
CTQP Certified Inspector - Level I - Soils+Concrete-Full time	per hour	\$60.00	3,650	✓ \$219,000.00
CTQP Certified Inspector - Level I - Concrete-Part time	per hour	\$60.00	1,300	✓ \$78,000.00
CTQP Asphalt Filed Inspector-Level II	per hour	\$60.00	40	✓ \$2,400.00
CTQP Asphalt Plant Inspector-Level II	per hour	\$70.00	40	✓ \$2,800.00
Vibration Monitoring-Test Piles-Production Piles	per hour	\$60.00	180	✓ \$10,800.00
Pile Driving Inspections	per hour	\$70.00	400	✓ \$28,000.00
Pre-Stress Plant Inspection	per hour	\$70.00	350	✓ \$24,500.00
PDA Tests	each	\$2,750.00	10	✓ \$27,500.00
Pre-Post Condition Survey+Report**	per day	\$1,500.00	10	✓ \$15,000.00

Total Field / Technical Services: ✓ \$408,000.00

Engineering / Administrative Services

Item Description	Unit	Unit Rate	Estimated Quantity	Sub-Total
Principal Engineer, P.E. (Review, Sign and Seal Reports)	per hour	\$115.00	60	✓ \$6,900.00
LIMS Data Entry (Lab Results - Concrete / Soils)	per hour	\$60.00	0	\$0.00
Project Engineer, P.E.	per hour	\$115.00	200	✓ \$23,000.00
QC Plan	per each	\$1,000.00	0	\$0.00
Density Log Book	per each	\$1,500.00	1	✓ \$1,500.00

Total Engineering / Administrative Services: ✓ \$31,400.00

TOTAL VT INSPECTION SERVICES: ✓ \$447,855.00

Please Note:

Estimate based on project quantities and associated maximum frequencies as outlined in the 2007 FDOT specification. Hourly rates are "for site time only"; Invoicing will be based on the "actual" quantities and hour used at job site. **Pre-Post Condition Survey based on 4 structures being completed per day (subject to availability) on a pre-condition basis. A second visit for each structure would be required for post condition surveys.

2765 Vista Parkway, Suite H9, West Palm Beach, Florida 33411

Phone: (561) 687-8536 * Fax: (561) 687-8570

EXHIBIT “C”

CERTIFICATION STATEMENT

PROJECT: Ocean Avenue Bridge over the Intracoastal Waterway (CEI)
PROJECT NO.: 2003502
CONSULTANT: E. C. Driver & 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 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, 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, familial status sexual orientation, gender identity and expression.



Luis Costa, P.E., Vice President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Ocean Avenue Bridge over the Intracoastal Waterway (CEI)
Project No.: 2003502

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.

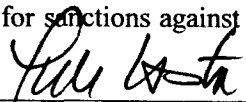
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services 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 Luis Costa, P.E., as
(Name of Individual)

Vice President, of E. C. Driver & 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.

 9/26/11
(Signature) (Date)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared
LUIS A. COSTA, hereinafter referred to as "Affiant," who being by me first duly sworn,
under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or

☒ the Vice President of E.C. Driver and Associates, Inc., a fully owned
subdivision of URS Corporation, a member of the Federal Securities and
Exchange Commission.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].

The Affiant or the entity the Affiant represents herein seeks to do business with
Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 150 E. Palmetto Park Road, Suite 400
Boca Raton, Florida, 33432

3. Attached hereto as Exhibit "A" is a complete listing of the names and
addresses of every person or entity having a five percent (5%) or greater interest in the

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address

EXHIBIT “D”

PARTICIPATION FOR MWBE/SBE CONSULTANTS
Contract

Project Name: Ocean Avenue Bridge over Intracoastal Waterway (CEI) **Project Number:** 2003502
Prime Vendor: E.C. Driver & Associates, Inc. **Resolution Number:** R2011-
Telephone: (561) 392-9578 **Resolution Date:**
Contact: Luis Costa, P.E. **Department:** Engineering & Public Works

MINORITY SUBCONTRACTORS

Minority Sub-Consultant	Type of Work Performed	Contract Dollar Amount for Sub-Consultant				
			Black	Hispanic	Women	Other White Male
Tierra South Florida, Inc. 2765 VISTA PKY STE 10 WEST PALM BEACH, FL 33411 (561) 687-8536	Geotechnical	MWBE	0.00	0.00	0.00	0.00
		SBE	0.00	0.00	0.00	447,855.00 0.00
Caulfield & Wheeler, Inc. 7301A W PALMETTO PARK RD UNIT BOCA RATON, FL 33433 (561) 392-1991		MWBE	0.00	0.00	0.00	0.00
		SBE	0.00	0.00	0.00	0.00 82,234.85
Total Contract Authorizaton \$2,546,912.13		Total MWBE	0.00	0.00	0.00	0.00
		Percentage	0.00%	0.00%	0.00%	0.00%
		Total SBE	0.00	0.00	0.00	447,855.00 82,234.85
		Percentage	0.00%	0.00%	0.00%	17.58% 3.23%

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Ocean Ave. Bridge over Intracoastal Waterway (CEI) PROJECT NO. OR BID NO.: 2003502
 NAME OF PRIME BIDDER: E.C. Driver & Associates, Inc. ADDRESS: 150 E. Palmetto Park Road, Suite 400, Boca Raton, FL 33432
 CONTACT PERSON: Luis Costa, P.E., Vice President PHONE NO.: 561/392-9578 FAX NO.: 561/392-2308
 BID OPENING DATE: _____ USER DEPARTMENT: Engineering & Public Works

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Tierra South Florida, Inc. 2765 Vista Parkway, Suite H10 West Palm Beach, FL 33411	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					17.58%
2. Caulfield and Wheeler, Inc. 7301A W. Palmetto Park Road Boca Raton, FL 33433	<input type="checkbox"/>	<input checked="" type="checkbox"/>				3.23%	
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)							
Total						3.23%	17.58%
Total Bid Price \$ 2,546,912.13			Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 20.81%				

- Note:
- The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 - Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
 - M/WBE information is being collected for tracking purposes only.

F:\ROADWAY\CCNA\2003\2003502\CEI\Project\Compliance\Schedule1.docx

Revised 03/15/2011

Exhibit "D" - Page 2 of 2

EXHIBIT “E”

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2003502
PROJECT NAME: Ocean Avenue Bridge over the Intracoastal Waterway (CEI)

TO: E.C. Driver & Associates, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian X Other (Please Specify) _____

Date of Palm Beach County Certification: 10/6/10

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	CEI Roadway Inspection	1	\$27.00 / hr.	\$82,234.85 / 3.23%

at the following price or percentage 3.23%
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.
Price or Percentage _____

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Caulfield & Wheeler, Inc.
(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

John F. Wheeler, P.E., Pres.
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
04/28/2011

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	Willis Insurance Services of California, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME PHONE (A/C NO. EXT): 877-945-7378 FAX (A/C NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED	E.C. Driver & Associates, Inc. 150 E. Palmetto Park Road, Suite 400 Boca Raton, FL 33432	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburgh 19445-100 INSURER B: Zurich American Insurance Company 16535-100 INSURER C: Illinois National Insurance Co. 23817-001 INSURER D: Insurance Company of the State of PA 19429-100 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15899599

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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		GL4870829	5/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" 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 <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		BAP938521502	5/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	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	WC20635052 WC20635051 WC20635053 WC20635054/WC20635055	1/1/2011 1/1/2011 1/1/2011 1/1/2011	1/1/2012 1/1/2012 1/1/2012 1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
Re: For all projects in Palm Beach County

The Workers' Compensation coverage shown above does not apply in monopolistic states. In the States of ND, OH, WA and NY, Workers' Compensation coverage is provided by the State Fund. In those States, the above-referenced policies provide Stop-Gap Employers' Liability only.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
Engineering & Public Works Operations
Attn: Ms. JaeAnn Dean
Roadway Production Division, Suite #3W-33
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

John M. Harnett

AGENCY CUSTOMER ID: 645175

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED E.C. Driver & Associates, Inc. 150 E. Palmetto Park Road, Suite 400 Boca Raton, FL 33432	
POLICY NUMBER See First Page			
CARRIER See First Page	NAAC CODE		
ADDITIONAL REMARKS		EFFECTIVE DATE: See First Page	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation policies apply as indicated below:

WC20635051 - CA
WC20635052 - FL
WC20635053 - TX
WC20635054 - AK, AL, AZ, DC, DE, HI, IA, IL, IN, KS, LA, MD, ME, MI, MO, MS, MT, NC, NE, NH, NJ,
NM, OK, PA, RI, SC, SD, TN, VA, VT
WC20635055 - AR, CO, CT, GA, ID, KY, MA, MN, ND, NV, NY, OH, OR, UT, WA, WI, WV, WY

Professional Liability - w/Limited Contractual - Claims Made
Carrier: Lloyd's of London & British Companies Policy Number: PE1105150
Carrier: Lexington Insurance Company - Policy Number: 015438088
Effective: 5/1/2011 - 6/1/2012
Limits: \$2,000,000 Claim / \$2,000,000 Aggregate

Palm Beach County Board of Commissioners, A Political Subdivision of The State of Florida, its Officers, Employees and Agents are included as Additional Insured(s) with respect to operations performed by or for the Named Insured as respects General and Auto Liability, where required by written contract.

Retro Coverage applies on Professional Liability. Retro Coverage is extended to include the effective date of the contract.

Retro Coverage Date : 11/17/38

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 5/1/2011 forms a part of Policy No. GL4870829
issued to E.C. Driver & Associates, Inc. by National Union Fire Ins Co of Pittsburgh PA

**ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS -- COMPLETED
OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

**PALM BEACH COUNTY BOARD OF COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENT**

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

FOR ALL PROJECTS IN PALM BEACH COUNTY

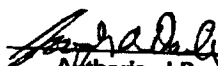
ADDITIONAL PREMIUM:

(If No entry appears above, information required to complete this endorsement will be shown in
the Declarations as applicable to the endorsement.)

SECTION II -- WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of
"your work" at the location designated and described in the schedule of this endorsement
performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.


Authorized Representative or
Countersignature (in States Where
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 5/1/2011 forms a part of Policy No. GL4870829
issued to E.C. Driver & Associates, Inc. by National Union Fire Ins Co of Pittsburgh PA

ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

**PALM BEACH COUNTY BOARD OF COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
ITS OFFICERS, EMPLOYEES AND AGENT**

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to the endorsement.)

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;


The person or organization shown in the schedule, but only with respect to liability arising out
of your ongoing operations performed for that additional insured.

**B. With respect to the insurance afforded to these additional insureds, SECTION I -
COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2.
- Exclusions, is amended to include the following additional exclusion;**

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

- (1) all work, including materials, parts or equipment furnished in connection with such work,
on the project (other than service, maintenance or repairs) to be performed by or on
behalf of the additional insured(s) at the site of the covered operations has been
completed; or,
- (2) that portion of "your work" out of which the injury or damage arises has been put to its
intended use by any person or organization other than another contractor or subcontractor
engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.


Authorized Representative or
Countersignature (in States Where
Applicable)