

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 14, 2012

Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Engineering and Public Works
Submitted For: Westgate CRA

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) An Interlocal Agreement with the Westgate/Belvedere Homes Community Redevelopment Agency (CRA) for the transfer of maintenance responsibility of the retention areas including the entire Central Lake site (a total of 15 locations); and
- B) Change Order No. 9 for \$90,159.47 with Ranger Construction Industries, Inc. (R2011-0349) for Westgate Phases 4, 5, and 6 (Project).

SUMMARY: Approval of the Interlocal Agreement will transfer responsibility for the fencing and the retention areas to the CRA. Approval of Change Order No. 9 is for the installation of split rail fencing at all retention areas within the Project area. District 7 (MRE)

Background and Justification: The change order is fully funded through the CRA. The CRA requested the installation of split rail fencing instead of chain link fencing as an enhancement to the community.

Attachments:

- 1. Location Map
- 2. Interlocal Agreement
- 3. Change Order No. 9 w/Attachment "A"
- 4. Change Order History
- 5. Schedule 1

Recommended By: _____

Division Director

Date

Approved By: _____

[Signature]
County Engineer

8/2/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>\$90,160</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(\$90,160)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Acct No.: Fund 3900 Dept. 361 Unit 1353 Revenue Source 6994
 Object 8101

Recommended Sources of Funds/Summary of Fiscal Impact:

Capital Improvement Outlay
 Westgate Phases 4, 5, and 6

C. Departmental Fiscal Review: atwillhite

III. REVIEW COMMENTS

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

John A. Webb 7/27/12
 OFMB
 7/26/12 cc [initials] 7/26/12

Dr. J. Jacobson 8/3/12
 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

Monica R. [Signature] 8/6/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

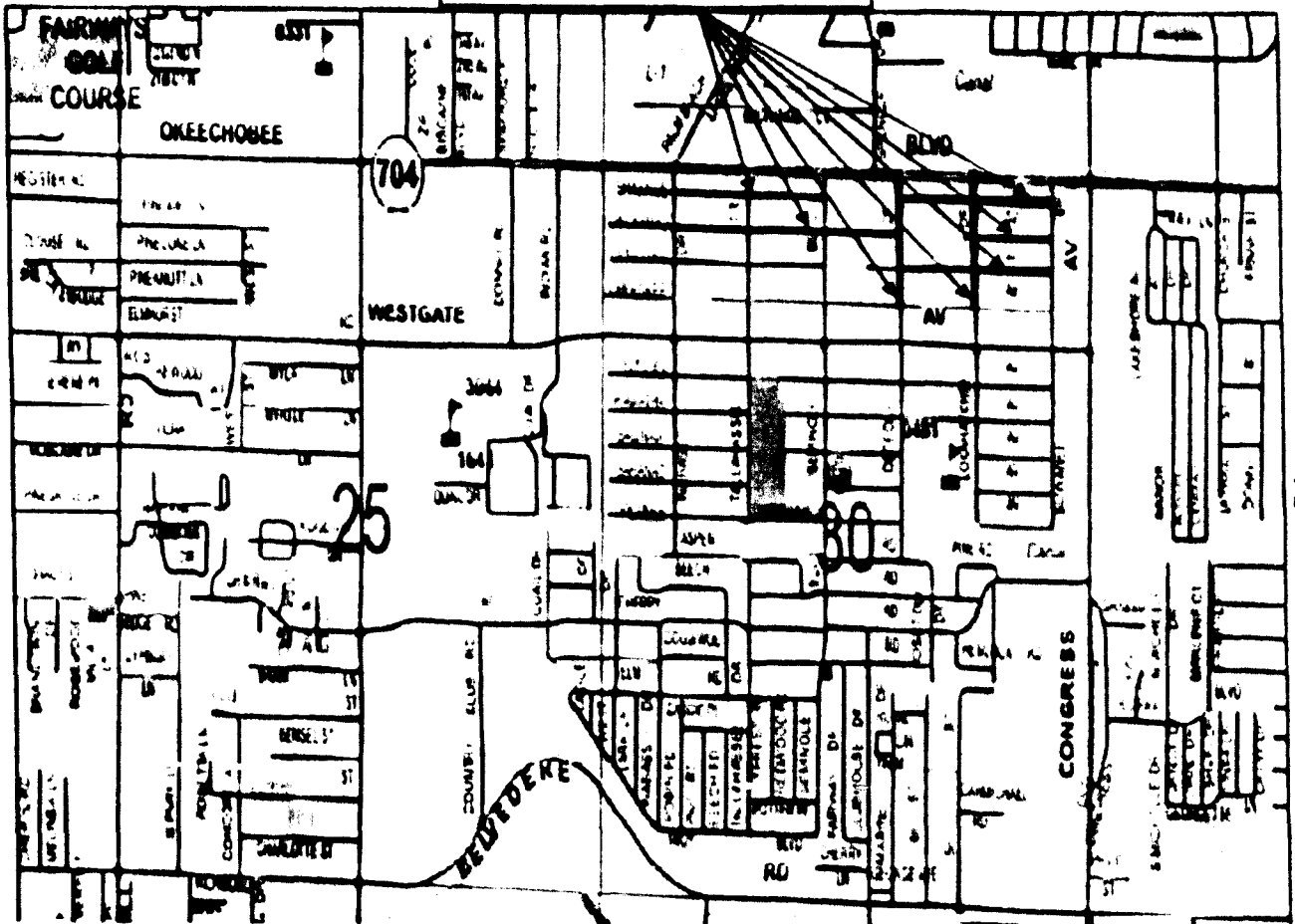
This summary is not to be used as a basis for payment.

WESTGATE NORTH INFRASTRUCTURE IMPROVEMENTS

PHASES 4, 5 & 6

2008061

Project Locations:
Osceola & Loxahatchee Drives,
Genessee, Chickamauga and
Shawnee Avenues



LOCATION SKETCH

INTERLOCAL AGREEMENT WITH THE WESTGATE/BELVEDERE HOMES
COMMUNITY REDEVELOPMENT AGENCY AND PALM BEACH COUNTY
FOR THE TRANSFER OF MAINTENANCE RESPONSIBILITY OF SELECTED
PALM BEACH COUNTY RETENTION AREAS IN THE WEST GATE ESTATES
SUBDIVISION AREA TO THE WESTGATE/BELVEDERE HOMES COMMUNITY
REDEVELOPMENT AGENCY

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

WITNESSETH:

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

WHEREAS, the CRA is desirous of taking over maintenance and liability of selected storm water retention areas, shown in the attached Exhibit "A" and hereinafter referred to as RETENTION AREAS, in the West Gate Estates subdivision area; and

WHEREAS, the COUNTY shall have the right but not the obligation to enter the RETENTION AREAS to maintain the storm sewer system.

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

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. The CRA agrees:
 - A. To accept the maintenance obligation and the liability for the RETENTION AREAS, including the entire Central Lake site, in the West Gate Estates subdivision as listed on the attached Exhibit "A", in perpetuity or until the CRA ceases to exist.
 - B. To grant the COUNTY the right, but not the obligation to enter the individual RETENTION AREAS referenced in 2.A. above, to maintain the storm sewer systems associated with the COUNTY roadways.

C. That prior to the time that the CRA sunsets and ceases to exist, or upon notice from the COUNTY, the CRA will restore all the RETENTION AREAS, including the entire Central Lake site, by the placement of chain link fence around the perimeter of the RETENTION AREAS, or restore to the County standards applicable at the time.

3. Miscellaneous Provisions

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

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

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

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

B. Entire Agreement. This AGREEMENT represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

C. Binding Effect. All of the terms and provisions of this AGREEMENT, whether so expressed or not, shall be binding upon, effective to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

- D. Assignability. This AGREEMENT may not be assigned without prior written consent of all parties to this AGREEMENT, provided such consent may not be unreasonably withheld.
- E. Severability. If any part of this AGREEMENT is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- F. Governing Law and Venue. This AGREEMENT and all transactions contemplated by this AGREEMENT shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.
- G. Headings. The headings contained in this AGREEMENT are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this AGREEMENT.
- H. Attorney Fees. It is hereby understood and agreed that in the event any lawsuit in any judicial system, including federal or state, is brought to enforce compliance with this AGREEMENT or interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own Attorney's fees and costs, including appellate costs.
- I. Enforcement of Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of any subsequent breach or default in any terms and conditions.
- J. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- K. Effective Date. This AGREEMENT shall be effective as of the date it is executed by the COUNTY.
- L. The CRA shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of CRA's negligence in connection with this AGREEMENT to the extent permitted by law. This indemnification includes the proposed removal of chain link fence from around RETENTION AREAS and replacing it with split rail fence. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the COUNTY for the COUNTY's negligent acts or omissions.
- M. The CRA shall maintain adequate records to justify all charges, expenses, and costs incurred under this AGREEMENT and in performing the work for at least three (3) years after completion 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 CRA's place of business.

EXECUTED by the Westgate Belvedere Homes Community Redevelopment Agency this _____ day of _____, 2012.

(Authority Seal)

ATTEST

Elizée Michel

Witness

WESTGATE CRA

by Melvin A. Marin VICE CHAIR

CRA BOARD CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Thomas J. Baird

Legal Counsel

Thomas J. Baird

EXECUTED by COUNTY this _____ day of _____, 2012.

(County Seal)

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
By ITS BOARD OF COUNTY
COMMISSIONERS

Deputy Clerk

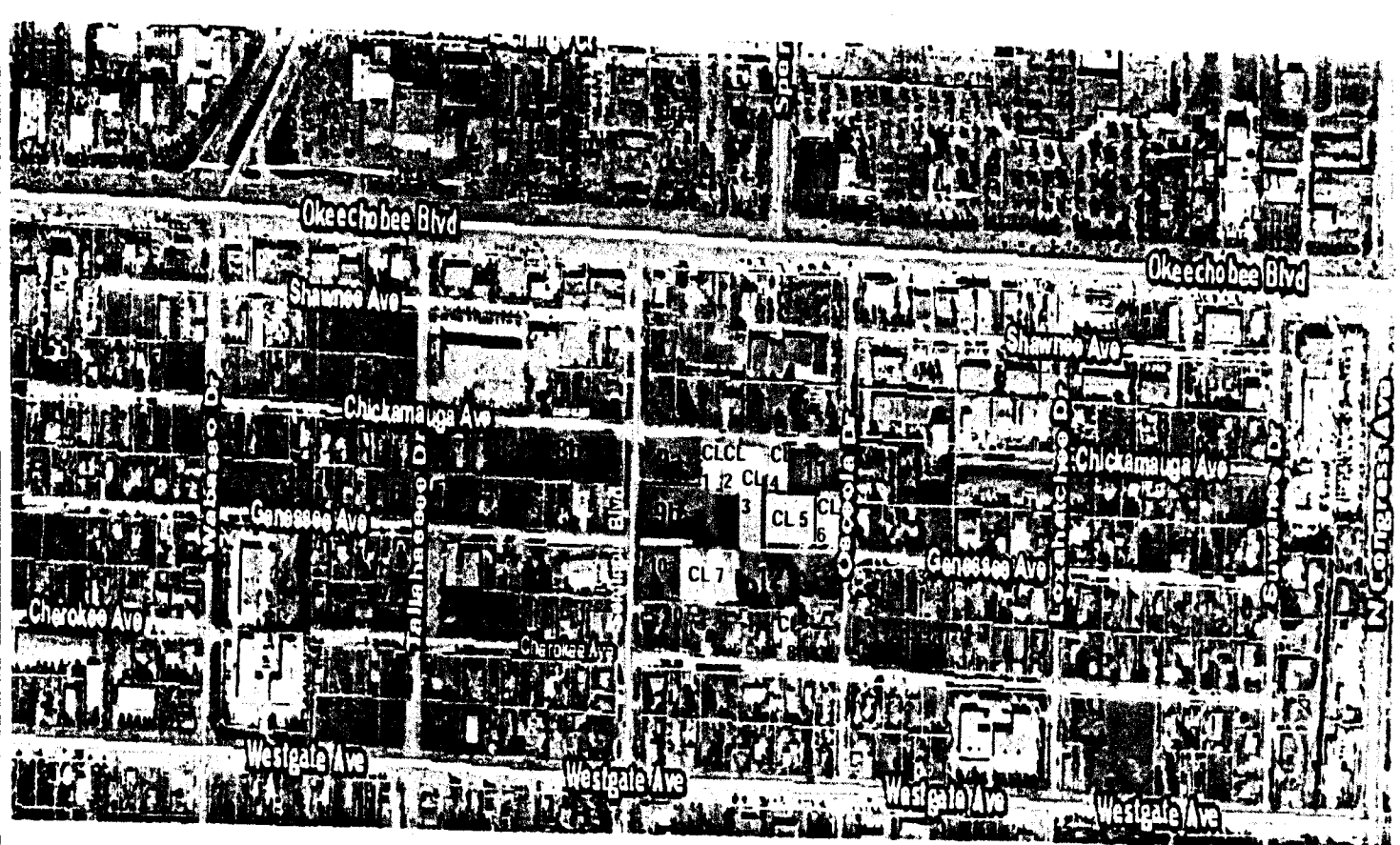
Shelley Vana, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS:

Assistant County Attorney

Ornelis A. Fernandez
cwr Engineering



**WESTGATE
RETENTION
AREAS**

ID	PCN	SITE ADDRESS
1	434330030190220	2914 GENESSEE AVE
2a	434330030130230	CHICKAMAUGA AVE
2b	434330030130260	CHICKAMAUGA AVE
3	434330040000010	CHICKAMAUGA AVE
4	434330030140080	CHICKAMAUGA AVE
5	434330030140210	CHICKAMAUGA AVE
6	434330070000023	TALLAHASSEE DR
7a	434330030200562	TALLAHASSEE DR
7b	434330030200561	TALLAHASSEE DR
8a	434330030150110	CHICKAMAUGA AVE
8b	434330070000030	CHICKAMAUGA AVE
9a	434330030160010	CHICKAMAUGA AVE
9b	434330030160310	SEMINOLE BLVD
10a	434330030220010	SEMINOLE BLVD
10b	434330030220050	CHEROKEE AVE
11	434330030160230	2610 CHICKAMAUGA AVE
12	434330030220160	OSCEOLA DR
13a	434330030230060	2540 GENESSEE AVE
13b	434330030230090	GENESSEE AVE
13c	434330030230340	CHEROKEE AVE
13d	434330030230400	CHEROKEE AVE
14	434330030180260	SUWANEE DR

CENTRAL LAKE PARCELS

CL1	434330030160100	3484 CHICKAMAUGA AVE
CL2	434330030160130	2632 CHICKAMAUGA AVE
CL3	434330030160160	2628 CHICKAMAUGA AVE
CL4	434330030160200	3434 CHICKAMAUGA AVE
CL5	434330030160500	2605 GENESSEE AVE
CL6	434330030160580	3393 GENESSEE AVE
CL7	434330030220070	GENESSEE AVE
CL8	434330030220530	2611 CHEROKEE AVE

CHANGE ORDER

ORIGINAL

- | | |
|--|--|
| <input type="checkbox"/> Owner Initiated | <input type="checkbox"/> Quantity Overruns/Underruns |
| <input type="checkbox"/> Differing Site Conditions | <input checked="" type="checkbox"/> Request By Another Agency/Outside Party |
| <input type="checkbox"/> Zoning/Code/Ordinance Changes | <input checked="" type="checkbox"/> A. Reimbursable <input type="checkbox"/> B. Non-Reimbursable |
| <input type="checkbox"/> Errors/Omissions/In Design | <input type="checkbox"/> Other: |

PROJECT: WESTGATE NORTH INFRASTRUCTURE IMPROVEMENTS, PHASES 4, 5 & 6

IO:
(Contractor) Ranger Construction Industries, Inc.

CHANGE ORDER NO: 9 (nine)
COUNTY PROJECT NO: 2008061
CONTRACT DATE: 03/15/11
RESOLUTION NO: R2011-0349
DISTRICT NO: 2

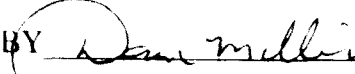
You are directed to make the following changes in this Contract:

A. Dimond 2 rail fence, wood post 10' OC - 6,007 LF @ \$12.05	\$ 72,354.32
B. Removal of existing 6' chain link fence - 4,000 LF @ \$ 3.30	13,200.00
C. Re-stocking and delivery fee - Lump Sum	4,605.15
TOTAL	\$ 90,159.47

*See Attachment "A"

The original Contract Sum was	\$2,640,178.90
Net change by previous Change Orders	\$ 301,206.27
The Contract Sum prior to this Change Order was	\$2,941,385.17
The Contract Sum will be increased by this Change Order	\$ 90,159.47
The new Contract Sum including this Change Order will be	\$3,031,544.64
The Contract Time will be unchanged by	(0) Days
The Date of Completion as of the date of this Change Order therefore is	June 24, 2012

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S). INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

ENGINEER (If Applicable)	<u>Ranger Construction Industries, Inc.</u> CONTRACTOR P. O. Box 15065	<u>P.B.Co. Board of County Commissioners</u> OWNER P.O. Box 21229
Address	<u>Address</u> West Palm Beach, FL 33416	<u>Address</u> West Palm Beach, FL 33416-1229
BY	BY <u></u>	BY _____
DATE	DATE <u>7/11/12</u>	DATE _____

**ATTEST: Sharon R. Bock,
Clerk & Comptroller**

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

(Deputy Clerk) Date

(County Attorney



Attachment #3
 Page 2 of 3
ATTACHMENT "A"
 101 Sansbury's Way
 West Palm Beach, FL 33411
 Phone: (561) 793-9400
 Fax: (561) 790-4332
 www.rangerconstruction.com

REV CHANGE ORDER No. 12

<p>Submitted T Palm Beach County Engineering and Public Works</p> <p>Address: PO Box 21229 West Palm Beach, FL 33416</p> <p>Contact: John Kopelakis</p>	<p>Date: 28-Jun-12</p> <p>Phone: (561) 684-4180</p> <p>Fax: (561) 684-4165</p> <p>Job Name: Westgate North Ph 4-5-6</p> <p>Job Location: Westgate North Ph 4-5-6</p> <p>Prop. Owned By: PB County - FDOT</p>
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Diamond Fence at Retention Areas

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10	Dimond 2 Rail Fence, Wood post 10' OC	6,007.00	EA	\$12.05	\$72,354.32
20	Removal of 6' Chain Link fence	4,000.00	EA	\$3.30	\$13,200.00
30	Re-stoking + Delivery Fee	1.00	LS	\$4,605.15	\$4,605.15

ESTIMATED TOTAL = \$90,159.47

Additional Contract Days 00

NOTE

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Owner _____</p> <p>Signature _____</p> <p>Date of Acceptance _____</p>	<p>CONFIRMED: Ranger Construction Industries, Inc.</p> <p>Authorized Signature </p> <p>Name & Title Alejandro Uribe, Project Manager</p>
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PALM BEACH COUNTY PROJECT Westgate North Infrastructure Improvements, Phases 4, 5 & 6; Project no. 2008061

C.O. #	DATE APPROVED	COUNTY ENGINEER		C.R. COMMITTEE		TOTAL DEPT. & C.R. APPROVALS		BOARD OF CO. COMM.	
		AMOUNT	TIME	AMOUNT	TIME	AMOUNT	TIME	AMOUNT	TIME
1	4/22/2011	0.00	0						
2	6/29/2011	0.00	7						
3	8/19/2011	18,254.50	5						
4	8/19/2011	1,485.00	1						
5	9/12/2011	2,409.00	2						
6	11/18/2011	6,609.93	0						
7	6/5/2012							238,061.00	40
8	pending	34,386.84	15						
	TOTAL	63,145.27	30	0.00	0	63,145.27	30		
	CUMULATIVE TOTAL	63,145.27	30	0.00	0	63,145.27	30		
	As of PPM CW-F-050 Dated June 1, 2011	SINGLE AMT. \$50,000.00 MAX. AMT. \$250,000.00 or 5% of contract	MAX. TIME 30 DAYS	SINGLE AMT. \$100,000.00 MAX. AMT. \$250,000.00 or 5% of contract	MAX. TIME 90 DAYS	MAXIMUM CUMULATIVE CO. ENG. & C.R. COMM. \$250,000.00 or 5% of contract	MAX. CUM. CO. ENG. & C.R. 120 DAYS		

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SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

PROJECT NAME: Westgate N. Improvements 4-S-6 PROJECT NO. 2008061
 NAME OF PRIME BIDDER: Boyer Construction Industries, Inc
 ADDRESS: 101 Sansbury's Way, WPB, FL 33411
 CONTACT PERSON: Alexandro Uribe PHONE NO: 561-793-9400 FAX NO: 561-790-4332
 BID DATE: _____ DEPARTMENT: Construction Coordinator

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Dollar Amount				
	Minority Business	Small Business	Small	Black	Hispanic	Women	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)	Total		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total Bid Price \$ 90,159.47 Total Value of SBE Participation \$ ∅

- NOTE:
1. The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

PBC CO. No 9

SCHED-1