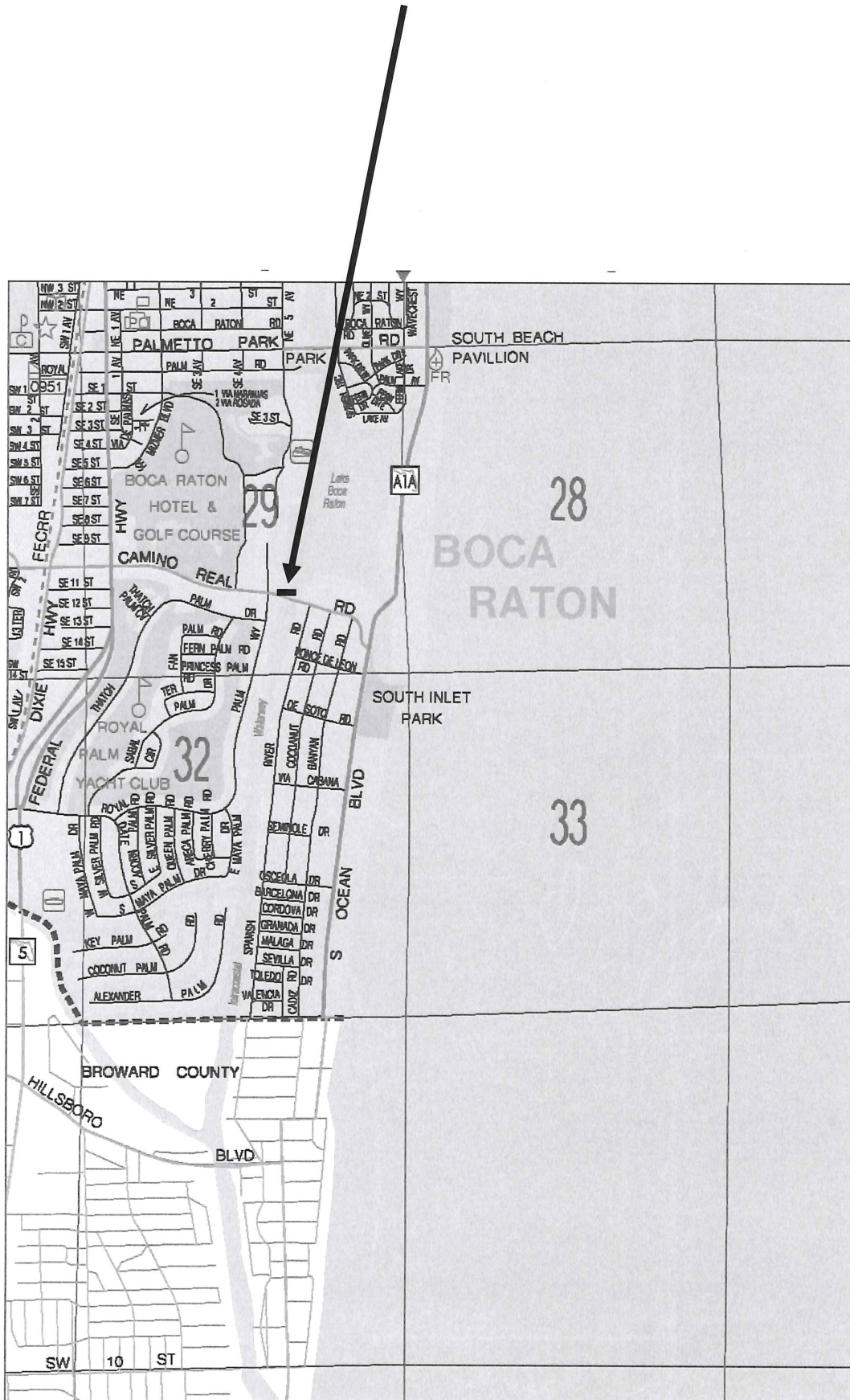






**CEI FOR BRIDGE REHABILITATION OF  
CAMINO REAL ROAD / BOCA CLUB BRIDGE  
OVER INTRACOASTAL WATERWAY  
PALM BEACH COUNTY PROJECT NO. 2003501**



**LOCATION MAP**



December 15, 2016

Attachment 2 – Page 1 of 38

AE Engineering, Inc.  
9180 Silver Glen Way  
Lake Worth, Florida 33467  
Attention: Mr. Cory W. Nichols, P.E., Vice President

**RE: CEI FOR BRIDGE REHABILITATION OF CAMINO REAL ROAD / BOCA CLUB  
BRIDGE OVER INTRACOASTAL WATERWAY  
PALM BEACH COUNTY PROJECT NO.: 2003501  
NEW PROJECT CONTRACT DATED NOVEMBER 15, 2016  
ACCT. NO.: 3500-361-1449-6505 COMMISSION DISTRICT: 4**

Department of Engineering  
and Public Works  
P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
FAX: (561) 684-4050  
www.pbcgov.com

Dear Mr. Nichols;

This letter serves as your "**Notice to Proceed**" with the Professional Services for the above referenced project, which was approved by the County Engineer on November 15, 2016. Please note that the Contract requires separate specific authorization from the County prior to proceeding with any **Optional Services**.

Compensation for these services are approved as follows, and are not to be exceeded without authorization from Palm Beach County: **Basic Services** (Lump Sum) \$10,649.76; **Reimbursable Services** (Not to Exceed) \$13,082.42; for a total amount of **\$23,732.18**.

Final completion of services under this authorization shall be performed in an expeditious manner so as not to impact the current schedule, or as otherwise requested by the County in writing.

If you have any questions, please contact Holly Knight, P.E., Contracts Section Manager at 561/684-4122.

Sincerely,

Holly B. Knight, P.E., Contracts Section Manager  
Roadway Production Division

HBK:jd  
Attachment

- pc: Administrative Services, Fiscal (NTP)  
Contract Development & Control  
Office of Small Business Assistance  
Finance Department  
CCNA File (w/original)  
Roadway Project File
  - ec: Omelio A. Fernandez, P.E., Director, Roadway Production Division  
L. Morton Rose, P.E., Assistant Director, Roadway Production Division  
Kristine Frazell-Smith, P.E., Local Roads Section Manager,  
Roadway Production Division  
Holly Knight, P.E., Contracts Section Manager,  
Roadway Production Division  
Sandra Ospina, P.E., Project Engineer, Roadway Production Division  
Donna Lewis, TA III, Roadway Production Division  
Vanessa Jagoo, TA II, Roadway Production Division
- F:\ROADWAY\CCNA\2003\2003501\CEI Project\P\_NTP.doc

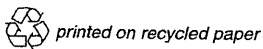
**Palm Beach County  
Board of County  
Commissioners**

- Paulette Burdick, Mayor
- Melissa McKinlay, Vice Mayor
- Hal R. Valeche
- Dave Kerner
- Steven L. Abrams
- Mary Lou Berger
- Mack Bernard

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"





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

This is a Contract made as of December 15, 2016, between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **AE Engineering, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 9180 Silver Glen Way, Lake Worth, Florida 44567, and having Federal Tax I.D. #20-4567692. The **COUNTY** intends to perform **construction engineering and inspection (CEI) services for the Bridge Rehabilitation of Camino Real Road / Boca Club Bridge over Intracoastal Waterway, Project No. 2003501** (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 Contract, 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** 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 agrees 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 Contract 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 Contract.

**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 Contract, 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 Contract.

- 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 Contract 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 **\$10,649.76** 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 **2.71** 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 **\$13,082.42** 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 reports and/or payment invoices shall be submitted monthly by the **CONSULTANT**. Payments to the **CONSULTANT** shall be payable within 45 days after receipt of accurate and complete invoice from **CONSULTANT**, in proportion to the percentage of engineering 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** (including permits).

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

5.3. **Other Provisions Concerning Payments**

5.3.1. If this Contract 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 Contract 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 Contract 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 Contract. This Contract 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 Contract, 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 Contract.

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 Contract 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 Contract and the consummation of the transactions contemplated hereby.

6.2.5 Notwithstanding any breach of this Contract 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 Contract, 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. In addition, **CONSULTANT** agrees to notify **COUNTY** of any cancellation, non-renewal or material change taking place during the life of this Contract. 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.

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at [PBC.Contracts@instracking.com](mailto:PBC.Contracts@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

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. In addition, CONSULTANT agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this Contract. The certificate of insurance shall be issued to

**Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801**

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 Contract 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 Contract 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 Contract. Except as above, the **CONSULTANT** shall not assign, sublet, convey or transfer its interest in this Contract 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 Contract 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 Contract. 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 Contract shall be construed to give any rights or benefits in this Contract to anyone other than the **COUNTY** and the **CONSULTANT**, and all duties and responsibilities undertaken pursuant to this Contract 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 Contract. 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 Contract, 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**.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The **CONSULTANT** has committed to **3.0%** for this Project.

The **CONSULTANT** agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, 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 Contract 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 contract 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 Contract.

The **CONSULTANT** further agrees to provide the SBE Office with a copy of the **CONSULTANT'S** contract 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 contract 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 agreement 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 Palm Beach County Code 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 contract and upon completion of the contract, 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 Contract.

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 Contract 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, and the Palm Beach County Code of Ethics. The **CONSULTANT** further represents that no person having any interest shall be employed for said performance of services.

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 Contract.

6.12. **Independent Contractor Relationship**

The **CONSULTANT** and subconsultants are, and shall be, in the performance of all work services and activities under this Contract, 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 Contract. 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 Contract.

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 Contract. 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 Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract 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 Contract. 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 Contract.

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

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 Contract (consisting of pages 1 to 16, 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 Contract and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

**SECTION 8 - CRIMINAL HISTORY RECORDS CHECK**

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** shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code (“Criminal History Records Check” section). 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 this section of the Palm Beach County Code.

**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 12 - 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, gender identity and expression, or genetic information pursuant to Palm Beach County Resolution R-2014-1421, as may be amended.

**CONSULTANT** has submitted to the **COUNTY** a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the **CONSULTANT** does not have a written non-discrimination policy or one that conforms to the **COUNTY'S** policy, it has acknowledged through a signed statement provided to **COUNTY** that **CONSULTANT** will conform to the **COUNTY'S** non-discrimination policy as provided in R-2014-1421, as amended.

**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 Contract 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 Contract are accurate, complete and current as of the date of the contract 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 section within three (3) years following final payment.

**SECTION 14 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the **COUNTY** and/or **CONSULTANT**.



**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 Contract Schedule and/or any other affected provision of this Contract 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 Contract 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 Contract.

**SECTION 17 - PUBLIC ENTITY CRIMES**

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

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 a Contract 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.

**SECTION 19 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, by entering into this Contract 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the **COUNTY** determines, using credible information available to the public, that a false certification has been submitted by **CONSULTANT**, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

**SECTION 20 - CHAPTER 119, F.S. PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.070 I, F.S., if the **CONSULTANT**: (i) provides a service; and (ii) acts on behalf of the **COUNTY** as provided under Section 119.011(2) F.S., the **CONSULTANT** shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The **CONSULTANT** is specifically required to:

- A. Keep and maintain public records required by the **COUNTY** to perform services as provided under this Contract.
- B. Upon request from the **COUNTY'S** Custodian of Public Records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The **CONSULTANT** further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the **CONSULTANT** does not transfer the records to the public agency.
- D. Upon completion of the Contract the **CONSULTANT** shall transfer, at no cost to the **COUNTY**, all public records in possession of the **CONSULTANT** unless notified by **COUNTY'S** representative/liaison, on behalf of the **COUNTY'S** Custodian of Public Records, to keep and maintain public records required by the **COUNTY** to perform the service. If the **CONSULTANT** transfers all public records to the **COUNTY** upon completion of the Contract, the **CONSULTANT** shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the **CONSULTANT** keeps and maintains public records upon completion of the Contract, the **CONSULTANT** shall meet all applicable requirements for retaining public records. All records stored electronically by the **CONSULTANT** must be provided to **COUNTY**, upon request of the **COUNTY'S** Custodian of Public Records, in a format that is compatible with the information technology systems of **COUNTY**, at no cost to **COUNTY**.

Failure of the **CONSULTANT** to comply with the requirements of this article shall be a material breach of this Contract. **COUNTY** shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. **CONSULTANT** acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Records Request, Palm Beach County Public Affairs Department  
301 N. Olive Avenue  
West Palm Beach, FL 33401  
By email at: [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG)  
Or by Telephone at: 561-355-6680**

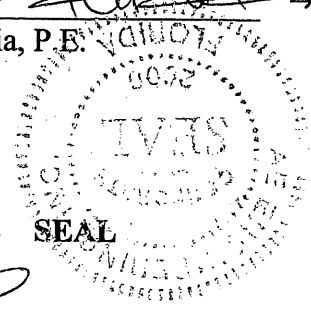
IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

OWNER:  
Palm Beach County, Florida

BY: *George T. Webb*  
George T. Webb, P.E.,  
County Engineer

CONSULTANT:  
AE Engineering, Inc.

BY: *Alejandro Echeverria*  
Alejandro Echeverria, P.E.  
President



CORPORATE SEAL

*Donald F. Fisher*  
(Signature)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Donald F. Fisher  
(Print Name)

BY: *Ornelis A. Fernandez*

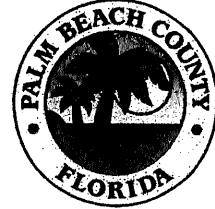
\_\_\_\_\_  
(Signature)

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

BY: *Philip Myeremus*  
Assistant County Attorney

Scope of Work – Value Engineering Study  
November 15, 2016

**A**ENGINEERING, INC.  
Civil Engineering • CEI



**APPROVED**

*Sandra Wilson* 11/15/2016  
~~OK to proceed~~ 11/15/16  
*[Signature]*

**PALM BEACH COUNTY**  
**PBC Project No.: 2003501**

**Construction Engineering and Inspection Services**  
**Bridge Rehabilitation of Camino Real/Boca Club**  
**Bridge over Intercostal Waterway**

**PHASE 1**

**Scope of Work – Value Engineering**  
**Study/Constructability Review**

*Attachment A*

## Contents

<b>INTRODUCTION</b> .....	1
<b>ROLES AND RESPONSIBILITIES</b> .....	1
<b>PROPOSED SCHEDULE</b> .....	1
<b>TASK 1. PROJECT MANAGEMENT</b> .....	1
<b>TASK 2. VALUE ENGINEERING AND CONSTRUCTABILITY SERVICES</b> .....	2
2.1.1 Objectives .....	2
<b>Task 2.2 Prestudy</b> .....	2
2.2.1 Objectives .....	2
<b>Task 2.3 VE Study</b> .....	3
2.3.1 Objectives .....	4
<b>Task 2.4 Post Study</b> .....	5
2.4.1 Objective.....	5



## Introduction

The Scope of Work for this Contract is to provide Construction Engineering Inspection services for the Bridge Rehabilitation of Camino Real/Boca Club over Intracoastal Waterway. Phase One of the contract will include providing Value Engineering (VE) and Constructability consultation services to Palm Beach County for the Camino Real Rehabilitation Project.

## Roles and Responsibilities

**Team Leader:** Communicate scope and schedule with team members, review project data prior to the study, prepare materials for the review team, lead the team through the VE Job Planning session, prepare a report of constructability comments, prepare presentation of the draft findings for EOR, prepare a draft report of the VE study, and finalize the report.

**Assistant Team Leader:** Assist with leading the VE team, provide writing support during the VE study meeting, and assist in preparing the draft and final reports.

## Proposed Schedule/Task

1. Notice to proceed - TBD; Issued by County
2. Pre-study: Project Overview Teleconference/Immediately after NTP
3. Constructability, Biddability Phase and Value Engineering Review/Comment Development
4. VE Conference (3 work days after completion of VE Review/Comment)
5. Presentation of Findings/Proposed Implementation elements (2 weeks after NTP)

### TASK 1. PROJECT MANAGEMENT

The objective of this task is to manage the work elements for purposes of controlling costs, maintaining schedule, providing quality products that are appropriate for meeting the goals of the study, and for coordinating work activities with other members of the study team.

The consultant will provide contract administration and team management, coordination, and direction for the duration of the project. The consultant will provide a project manager to serve as the consultant's single point of contact with Palm Beach County for this Scope of Work.

#### **Assumptions**

- ◆ 30 days are assumed for invoicing and progress reporting.

#### **Deliverables**

- ◆ One hard copy and electronic copies of monthly invoices and progress reports.

## TASK 2. VALUE ENGINEERING AND CONSTRUCTABILITY SERVICES

### 2.1.1 Objectives

The objective of this task is to provide Constructability/VE services in accordance with the SAVE Value Standard and the SAVE 6-step process. The process will be an expedited version but shall follow the six steps of the SAVE process to include:

- Step 1 Information Gathering
- Step 2 Function Analysis
- Step 3 Creative Function
- Step 4 Evaluation
- Step 5 Development
- Step 6 Presentation

### Task 2.2 Pre-study

#### 2.2.1 Objectives

The objective of the pre-study task is to determine goals and objectives of the VE/Constructability study; collections of information available from the EOR, determine what other information is available for the study team, and confirm technical experts required for the study. The consultant will review the project data available for the team and prepare a cost model for the items that will aid in focusing the study.

#### **Assumptions**

- ◆ Pre-study meeting will be held by conference call.
- ◆ Palm Beach County will provide a list of County participants and EOR representatives

#### **Activities**

- ◆ Set up and participate in pre-study meeting conference call.
- ◆ Study Logistics: Job Plan, Agenda, Team letter, etc.
- ◆ Distribute information to the review team prior to the study (including project documents).
- ◆ Prepare opening statements and project summary.
- ◆ Develop constructability report template.
- ◆ Prepare draft function analysis.

#### **Meetings**

One meeting (via conference call), up to 2 hours, attended by at minimum one consultant team member for each functional element.

#### **Deliverables**

- ◆ Agenda and team letter distributed to team members prior to the study.
  - ◆ Function analysis assignment table to be used during the study and included in report.
  - ◆ Opening presentation to be presented during VE/Constructability study kickoff/project overview session.
-

## Task 2.3 VE/Constructability Study

### 2.3.1 Objectives

The objective of this task is to facilitate a VE and Constructability study for Palm Beach County.

The consultant will facilitate a VE study for the project in accordance with the SAVE Value Standard and the SAVE 6-step process. The consultant will also perform an independent Constructability/Biddability review of the latest available plans with the intent to provide comments and/or details that will improve the design, improve construction phasing, improve construction duration and address potential issues which may arise during the actual construction of the project with the objective of avoiding claims, and extras and minimizing costs and time.

One preliminary goal of the review is to validate or improve on the baseline concepts related to the overall implementation of the Rehabilitation of the Camino Real/Boca Club Bridge over the Intracoastal Waterway.

#### Specific Task:

- Transystems will assess the testing sequence proposed within the technical provisions allocated to this particular structure. The T465 and T 468 provisions for double leaf bascule bridges are similar in nature, however the sequence of construction and proposed modifications must include succinct evaluation criteria.
- AE/Transystems shall evaluate all aspects of the Special Provisions and plans to include but not limited to structural, mechanical, final surfaces and electrical components of the bridge.
- Transystems will conduct a compliance review to ensure that the Technical provisions considered within the contract documents account for all the modifications reflected in the construction drawings or components to be modified.
- AE/Transystems will corroborate that all the documentation, certifications and manuals required during and after construction are properly referenced in the contract documents (plans, technical provisions and applicable specifications)
- The team will evaluate potential challenges with the proposed modifications considering all the disciplines involved.

#### Assumptions

- ◆ Palm Beach County will provide and reserve the meeting facility for the consultation meeting immediately following Notice to Proceed.
- ◆ Palm Beach County will provide or arrange for a project overview by the design team(s) to the VE team.
- ◆ Palm Beach County will provide or arrange for a project site visit, as part of the project overview during the constructability review period.
- ◆ Palm Beach County will provide existing graphics, cost estimates, schedules, risk register, and other project data for use during the study, including any project constraints, at least one week prior to the study.
- ◆ Palm Beach County will provide and reserve the meeting facility for the VE study presentation – 2 weeks after notice to proceed.
- ◆ Consultant will provide the following staff, who will be independent from the project team:
  - Team Leader

- Assistant Team Leader
- ◆ Consultant will provide and reserve a teleconference line for the initial pre-study.
- ◆ Consultant shall provide the following support materials during the study:
  - Flip chart easels with pads
  - Writing paper, pens, pencils, and multicolored highlighters
  - Laptop computers for team member's use during the VE study, digital camera, and video projector
- ◆ Study will be at a facility in the vicinity of Palm Beach County office.

### **Activities**

- ◆ Facilitate study session in accordance with the SAVE 6-step process outlined below.
  - Information Phase:
    - Opening presentation – process overview
    - Project team briefing
    - Site visit (if applicable)
    - Identify critical constraints and controlling decisions
    - Verify project background
    - Establish engineering design criteria (including quality objectives)
    - Establish operational considerations
    - Establish evaluation criteria
    - Identify key agreements
    - Establish critical assumptions
    - Identify project risks
  - Function Analysis – Verify/Endorse FAST Diagram
  - Creative Phase
    - Brainstorm alternative ways to perform the identified functions
  - Evaluation Phase
    - Evaluate alternative concepts
  - Development Phase
    - Prepare recommendations – narrative, assumptions, drawings, calculations, cost estimate
    - Prepare design suggestions – narrative, assumptions, drawings
  - Presentation Phase
    - Develop report
    - Develop presentation

**Meetings**

VE study session will occur after 3 days after final constructability comments are received – daily activities detailed in study agenda.

**Deliverables**

Closing study presentation of findings – will be 3 working day after final VE Study.

**Task 2.4 Post Study****2.4.1 Objective**

The objective of this task is to prepare a draft and final report that documents the study activities and the results.

**Assumptions**

- ◆ Consultant will deliver an electronic copy (PDF) of the draft VE report within 5 working days of the study completion.
- ◆ Palm Beach County will provide any draft VE comments within 3 working days to the consultant.
- ◆ Palm Beach County will provide an implementation summary within 2 weeks to the consultant.
- ◆ Palm Beach County VE report will be delivered by the consultant to Palm Beach County within 10 working days of receipt of the implementation summary.

**Activities**

- ◆ Prepare Draft Constructability report
- ◆ Quality review and Checklist completion
- ◆ Finalize draft report
- ◆ Submit Final VE report for review
- ◆ Complete implementation section of report with EOR
- ◆ Finalize VE Report and Constructability reports

**Meetings**

No meetings are associated with this task.

**Deliverables**

- ◆ Draft VE Report – Electronic (PDF) only.
- ◆ Draft Constructability Comments and Details – Electronic (PDF) only.
- ◆ Final VE Report – Electronic (PDF) and three hard copies.
- ◆ Final Constructability report – Electronic (PDF) and three hard copies.



EXPERIENCE | Transportation

**TranSystems**

2400 E. Commercial Blvd.  
Suite 1000  
Fort Lauderdale, FL 33308  
Tel 954 653-4700  
Fax 954 567-2511

[www.transystems.com](http://www.transystems.com)

November 15, 2016

Roderick Myrick, PE  
Vice President/Sr. Project Engineer  
Email: [rod@aeengineeringinc.com](mailto:rod@aeengineeringinc.com)

RE: PALM BEACH COUNTY  
PBC Project No.: 2003501  
Construction Engineering and Inspection Services Bridge Rehabilitation of Camino Real/Boca  
Club Bridge over Intracoastal Waterway  
PHASE I  
Scope of Work – Value Engineering Study/Constructability Review

Dear Mr. Myrick,

It is our pleasure to submit our proposal, Scope of Work, and Staffing for the subject projects and tasks. The Scope of Work for this Contract is to provide Construction Engineering Inspection services for the Bridge Rehabilitation of Camino Real/Boca Club over Intracoastal Waterway.

Phase I of the contract will include providing Value Engineering (VE) and Constructability consultation services to Palm Beach County for the Camino Real Rehabilitation Project.

**Roles and Responsibilities**

**Project Engineers (Mechanical, Electrical, and Structural):** Review project data prior to the study, prepare materials for the review team, participate in the VE Job Planning session, prepare a constructability comments, provide input for the presentation of the draft findings for EOR, prepare a draft report of the VE study, and finalize the report.

**VALUE ENGINEERING AND CONSTRUCTABILITY SERVICES**

**Objectives**

The objective of this task is to provide Constructability/VE services in accordance with the SAVE Value Standard and the SAVE 6-step process. The process will be an expedited version but shall follow the six steps of the SAVE process to include:

- Step 1 Information Gathering
- Step 2 Function Analysis
- Step 3 Creative Function
- Step 4 Evaluation
- Step 5 Development
- Step 6 Presentation

**Pre-study**

**Objectives**

The objective of the pre-study task is to determine goals and objectives of the VE/Constructability study; collection of information available from the EOR, determine what other information is available for the



**TranSystems**

2400 E. Commercial Blvd.  
Suite 1000  
Fort Lauderdale, FL 33308  
Tel 954 653-4700  
Fax 954 567-2511

[www.transystems.com](http://www.transystems.com)

study team, and confirm technical experts required for the study. The consultant will review the project data available for the team and prepare a cost model for the items that will aid in focusing the study.

**Assumptions**

Pre-study meeting will be held by conference call.

Palm Beach County will provide a list of County participants and EOR representatives

**Activities**

Participate in pre-study meeting conference call.

Study Logistics: Job Plan, Agenda, Team letter, etc.

**Meetings**

One meeting (via conference call), up to 2 hours, attended by a team member representing each functional element.

**VE/Constructability Study**

**Objectives**

The objective of this task is to facilitate a VE and Constructability study for Palm Beach County. TranSystems will perform an independent Constructability/Biddability review of the latest available plans with the intent to provide comments and/or details that will improve the design, improve construction phasing, reduce construction duration and address potential issues which may arise during the construction of the project with the objective of avoiding claims, and extras and minimizing costs and time.

One preliminary goal of the review is to validate or improve on the baseline concepts related to the overall implementation of the Rehabilitation of the Camino Real/Boca Club Bridge over the Intracoastal Waterway.

**Specific Task:**

- TranSystems will assess the testing sequence proposed within the technical provisions allocated to this particular structure. The T465 and T468 provisions for double leaf bascule bridges are similar in nature, however the sequence of construction and proposed modifications must include succinct evaluation criteria.
- TranSystems shall evaluate all aspects of the Special Provisions and plans including, but not limited to structural, mechanical, and electrical components of the bridge.
- TranSystems will conduct a compliance review to ensure that the Technical provisions considered within the contract documents account for all the modifications reflected in the construction drawings or components to be modified.
- TranSystems will corroborate that all the documentation, certifications and manuals required during and after construction are properly referenced in the contract documents (plans, technical provisions and applicable specifications)
- TranSystems will evaluate potential challenges with the proposed modifications considering all the disciplines involved.

**Assumptions**

- Palm Beach County will provide and reserve the meeting facility for the consultation meeting immediately following Notice to Proceed.

**TranSystems**

2400 E. Commercial Blvd.  
Suite 1000  
Fort Lauderdale, FL 33308  
Tel 954 653-4700  
Fax 954 567-2511

[www.transystems.com](http://www.transystems.com)

- Palm Beach County will provide or arrange for a project overview by the design team(s) to the VE team.
- Palm Beach County will provide or arrange for a project site visit, as part of the project overview during the constructability review period.
- Palm Beach County will provide existing graphics, estimates, schedules, risk register, and other project data for use during the study, including any project constraints, at least one week prior to the study.
- Palm Beach County will provide and reserve the meeting facility for the VE study presentation.

**Scope of Work – Value Engineering Study**

TranSystems will attend and participate in

- The Project team briefing
- Site visit (if applicable)
- Identify critical constraints and controlling decisions
- Verify project background
- Establish engineering design criteria (including quality objectives)
- Establish operational considerations
- Establish evaluation criteria
- Identify key agreements
- Establish critical assumptions
- Identify project risks
- Function Analysis – Verify/Endorse FAST Diagram
- Brainstorm alternative ways to perform the identified functions
- Evaluate alternative concepts
- Prepare recommendations – narrative, assumptions, drawings, calculations, cost estimate
- Prepare design suggestions – narrative, assumptions, drawings
- Develop report
- Develop presentation

**Post VE Study**

**Objective**

The objective of this task is to prepare a draft and final report that documents the study activities and the results.

- TranSystems will deliver an electronic copy (PDF) of the draft VE report within 5 working days of the study completion.
- Palm Beach County will provide any draft VE comments within 3 working days to the consultant.
- Palm Beach County will provide an implementation summary within 2 weeks to the consultant.

**Activities**

TranSystems will

- Prepare and assist in the incorporation of our components to the Draft Constructability report

**TranSystems**

2400 E. Commercial Blvd.  
 Suite 1000  
 Fort Lauderdale, FL 33308  
 Tel 954 653-4700  
 Fax 954 567-2511

[www.transystems.com](http://www.transystems.com)

- Quality review and Checklist completion
- Finalize draft report
- Submit Final VE report for review
- Complete implementation section of report with EOR
- Finalize VE Report and Constructability reports

<b>TranSystems Corp</b>	<b>Hours</b>	<b>Raw Rate</b>	<b>Multiplier</b>	<b>Cost</b>
Project Manager	✓ 8.0	✓ \$ 76.76	✓ 2.75	✓ \$ 1,688.72
Sr. Structural Engineer	✓ 16.0	✓ \$ 62.50	2.75	✓ \$ 2,750.00
Structural Engineer	✓ 16.0	✓ \$ 38.46	2.75	✓ \$ 1,692.24
Sr. Electrical Engineer	✓ 10.0	✓ \$ 86.28	2.75	✓ \$ 2,372.70
Electrical Engineer	✓ 10.0	✓ \$ 44.25	2.75	✓ \$ 1,216.88
Sr. Mechanical Engineer	✓ 10.0	✓ \$ 70.75	2.75	✓ \$ 1,945.63
Mechanical Engineer	✓ 10.0	✓ \$ 51.50	2.75	✓ \$ 1,416.25

<b>Not to exceed</b>	<b>✓ \$ 13,082.42</b>
----------------------	-----------------------

We trust the above is acceptable, and look forward to working on this exciting project.

TranSystems Corporation d/b/a TranSystems Corporation Consultants



Alan Klevens, PE  
 Sr. Vice President, Principal



*Rates OK*

AE Engineering Inc.

Construction Engineering and Inspection Services for Bridge Rehabilitation of Camino Real/Boca Club Bridge  
PBC Project No: 2003501

Phase 1 - Value Engineering

AE Engineering Inc.

CEI Sr. Project Engineer  
CEI Project Administrator, Bridge  
CEI Contract Support Specialist

Hours	Raw Rate	Multiplier	Cost
20.0	\$ 70.97	2.71	\$ 3,846.57
40.0	\$ 48.72	2.71	\$ 5,281.25
16.0	\$ 35.10	2.71	\$ 1,521.94
<b>Not to exceed</b>			<b>\$ 10,649.76</b>

TranSystems Corp

Project Manager  
Sr. Structural Engineer  
Structural Engineer  
Sr. Electrical Engineer  
Electrical Engineer  
Sr. Mechanical Engineer  
Mechanical Engineer

Hours	Raw Rate	Multiplier	Cost
8.0	\$ 76.76	2.75	\$ 1,688.72
16.0	\$ 62.50	2.75	\$ 2,750.00
16.0	\$ 38.46	2.75	\$ 1,692.24
10.0	\$ 86.28	2.75	\$ 2,372.70
10.0	\$ 44.25	2.75	\$ 1,216.88
10.0	\$ 70.75	2.75	\$ 1,945.63
10.0	\$ 51.50	2.75	\$ 1,416.25

<b>Not to exceed</b>			<b>\$ 13,082.42</b>
----------------------	--	--	---------------------

<b>TOTAL AMOUNT</b>			<b>\$ 23,732.18</b>
---------------------	--	--	---------------------

PROJECT HISTORY

PROJECT NAME: CEI for Bridge Rehabilitation of Camino Real Road / Boca Club Bridge over Intr

PROJECT NUMBER: 2003501 DEPARTMENT: Engineering & Public Works

RESOLUTION DATE: RESOLUTION NO

----- APPROVALS -----

LEAD

CRC

BCC

PRIME CONTRACT AMOUNT: 23,732.18 0.00 0.00

*Supplements*

**Project:** CEI for Bridge Rehabilitation of Camino Real Road / Boca Club Bridge over Intracoastal Waterway

**Project No.:** 2003501

**Consultant/Annual Consultant:** AE Engineering, Inc.

**TRUTH-IN-NEGOTIATION STATEMENT**

By entering into this Contract, the **CONSULTANT/ANNUAL 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 Contract.

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**

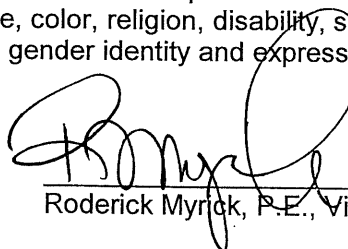
By entering into this Contract the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Contract and that they have not paid or agreed to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

**PUBLIC ENTITY CRIMES STATEMENT**

As provided in F.S. 287.132-133, by entering this Contract or performing any work in furtherance hereof, the **CONSULTANT/ANNUAL 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/ANNUAL 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, or genetic information.

  
\_\_\_\_\_  
Roderick Myrick, P.E., Vice President

**Project:** CEI for Bridge Rehabilitation of Camino Real Road / Boca Club Bridge over Intracoastal Waterway

**Project No.:** 2003501

CONSULTANT/ANNUAL CONSULTANT 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:

\_\_\_\_\_

\_\_\_\_\_

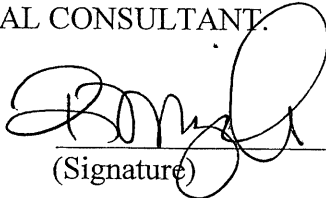
(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT'S/ANNUAL CONSULTANT'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 CONSULTANT/ANNUAL 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 an unacceptable conflict of interest if entered into by the CONSULTANT/ANNUAL CONSULTANT.

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

**THIS DISCLOSURE** is submitted by Roderick Myrick, P.E. (Name of Individual) as (Title/Position) Vice President, of (Firm Name of CONSULTANT/ANNUAL CONSULTANT) AE Engineering, Inc. who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.

  
(Signature)

11/28/16  
(Date)

**PARTICIPATION FOR MWBE/SBE CONSULTANTS**  
**Contract**

<b>Project Name:</b> CEI for Bridge Rehabilitation of Camino Real Road / Boca Club Brid	<b>Project Number:</b> 2003501
<b>Prime Vendor:</b> AE Engineering, Inc.	<b>Resolution Number</b>
<b>Telephone:</b> 904-614-4800	<b>Resolution Date</b> 10/26/2016
<b>Contact:</b> Cory W. Nichols, P.E., V. P.	<b>Department:</b> Engineering & Public Works

**MINORITY SUBCONTRACTORS**

Minority Sub-Consultant	Type of Work Performed	Contract Dollar Amount for Sub-Consultant					
		Black	Hispanic	Women	Other	White Male	
AE Engineering, Inc. 9180 Silver Glen Way Lake Worth, FL 33467 904-614-4800	<b>MWBE</b>	0.00	10,649.76	0.00	0.00		
	<b>SBE</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total Contract Authorizatoin</b> \$23,732.18		<b>Total MWBE</b>	0.00	10,649.76	0.00	0.00	
		<b>Percentage</b>	0.00%	44.87%	0.00%	0.00%	
		<b>Total SBE</b>	0.00	0.00	0.00	0.00	0.00
		<b>Percentage</b>	0.00%	0.00%	0.00%	0.00%	0.00%



**SCHEDULE 1**

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

PROJECT NAME OR BID NAME: CEI for Bridge Rehabilitation of Camino Real Rd./Boca Club Bridge over Intracoastal Waterway PROJECT NO. OR BID NO.: 2003501

NAME OF PRIME BIDDER: AE Engineering, Inc. ADDRESS: 9180 Silver Glen Way, Lake Worth FL 33467

CONTACT PERSON: AE Engineering Inc. PHONE NO.: 561.632.5185 FAX NO.: 904-

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. AE Engineering Inc. 9180 Silver Glen Way Lake Worth, FL 33467	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	X	_____	_____	_____
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 \$ 23,732.18 Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \$10,649.76 / 44.87%

- 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.

Revised 03/15/2011

Attachment 2 - Page 34 of 38

**INTEROFFICE COMMUNICATION  
PALM BEACH COUNTY  
BUDGET AVAILABILITY STATEMENT**

**DATE:** November 29, 2016

**TO:** Omelio Fernandez, Director  
Roadway Production  
Attn: Kristine Frazell-Smith/JaeAnn Dean

**FROM:** Alice Kovalainen, Fiscal Manager *ak*  
Administrative Services

**RE:** Camino Real Road/Boca Club Bridge over Intracoastal  
Waterway  
Project # 2003501  
AE Engineering, Inc. (VS0000005221)  
Consultant Services Authorization  
New Task Authorization \$23,732.18

**BOARD MEETING DATE:** N/A

**FISCAL IMPACT LOCATION:** F:\COMMON\WP\AgendaPage2\ \_\_\_\_\_

**FUNDING STATUS:** FULLY FUNDED

Is Item Included in Current Budget?      Yes    X    No

**Budget Account No:**

Fund 3500    Dept 361    Unit 1449    Object 6505

**Recommended Sources of Funds/Summary of Fiscal Impact:**

Transportation Improvement Fund  
Camino Real Rd/Boca Club Bridge over ICWW

Basic Services	\$ 10,649.76
Reimbursable Services	\$ 13,082.42
Optional Services	\$ .00
	<u>\$ 23,732.18</u>
Staff Costs	
Roadway Engineering	\$ 4,750.00
Right of Way	\$ 1,190.00
Survey	\$ 1,190.00
Traffic	\$ 2,375.00
Total Fiscal Impact	<u>\$ 33,237.18</u>

**Note:** Funded by a \$50,000 non-board transfer from FY2017 Road Program allocation for the project.

This BAS is valid for up to ninety days from its date of issuance.  
F:\ADM\_SER\WP50\BAS\bas17\00055.csa.doc

REQUEST FOR BUDGET AVAILABILITY STATEMENT  
NEW PROJECT CONTRACT

TO: Danny Ramlalsingh, Fiscal Specialist III

REQUEST DATE: November 22, 2016

PROJECT TITLE/LIMITS: CEI for Bridge Rehabilitation of Camino Real Road / Boca Club Bridge over Intracoastal Waterway

PROJECT NUMBER: 2003501

CONTRACT TYPE CODE: PSC COMMISSION DISTRICT: 4

CONSULTANT NAME: AE Engineering, Inc.

Consultant Service Authorization (CSA) for a new project contract to be approved by the County Engineer.

AUTHORIZATION AMOUNT:                     

Basic Services:..... \$10,649.76

(Phase I CEI Services: Value Engineering, Constructability / Biddability).  
(Structural, Electrical, and Mechanical Services, Testing Sequence, Compliance Review).

Reimbursable Exp. (Not to exceed): \$13,082.42

Please Provide A Brief Statement Of The Scope Of Services To Be Provided By The Consultant.

Consultant Services authorization to provide Construction Engineering Inspection (CEI) services for the bridge rehabilitation of Camino Real Road / Boca Club over Intracoastal Waterway project. Phase I of the contract will include providing Value Engineering (VE) and Constructability consultation services. Tasks include project management; Constructability and VE services in accordance with the SAVE Value Standard and the SAVE 6-step process; pre-study to determine goals, objectives, gather available information from the engineer of record and prepare a cost model for the items that will aid in focusing the study; facilitate a VE study for the project and perform an independent Constructability / Biddability review of the latest available plans to provide comments and details that will improve the design, improve the construction phasing, improve construction duration and address potential issues which may arise during the actual construction of the project. Validate or improve on the baseline concepts related to the overall implementation of the rehabilitation of the Camino Real Road / Boca Clue Bridge over the Intracoastal Waterway.

DESIRED CONTINGENCY: \$ 0.00

ESTIMATED ADDITIONAL PROJECT SUPPORT COSTS RELATED TO THIS SUPPLEMENT:  
STAFF COSTS (BY DIVISION)

ROADWAY ENGINEERING	<u>\$4,750.00</u>
RIGHT-OF-WAY	<u>\$1,190.00</u>
SURVEY	<u>\$1,190.00</u>
TRAFFIC	<u>\$2,375.00</u>

BUDGET ACCOUNT NUMBER (IF KNOWN): PLEASE PROVIDE

FUND	DEPT	UNIT	OBJECT
_____	_____	_____	_____

NOTE: Please fund from Gas Tax, Impact Fee Area "T" - District 4.

BAS REQUESTED BY: Kristine Frazell-Smith / JaeAnn Dean /Roadway Production Division  
CONSULTANT SERVICES AUTHORIZATION TO BE APPROVED BY: County Engineer  
ANTICIPATED DATE OF APPROVAL: Upon Receipt of BAS



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/17/2016

**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).**

<b>PRODUCER</b> Lee Crane Ins. Agency, Inc.- Keystone 7388 State Road 21  Keystone Heights FL 32656		<b>CONTACT NAME:</b> BARBARA JO FRANKLIN <b>PHONE (A/C, No, Ext):</b> (352) 473-4786 <b>E-MAIL ADDRESS:</b> FRANKLIN@KEYSTONEHEIGHTSINS.COM	<b>FAX (A/C, No):</b> (352) 473-4802
<b>INSURED</b> AE Engineering, Inc. 6440 Southpoint Pkwy #300  Jacksonville FL 32216		<b>INSURER A:</b> NATIONWIDE INS. CO. OF AMERICA <b>INSURER B:</b> PROGRESSIVE EXPRESS INS CO <b>INSURER C:</b> LLOYDS <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25453 10193

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x		ACPBPOZ5935271374	12/22/2015	12/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	x		01564516-4	04/25/2016	04/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	x		ACPCAP5935271374	04/25/2016	04/25/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	E&O / PROFESSIONAL SERVICES LIABILITY - PER OCCURENCE	x		PGIARK01217-00	07/31/2016	07/31/2017	2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Description: CEI for Bridge Rehabilitation – Camino Real Road/Boca Clue Bridge over Intracoastal Waterway #2003501.  
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, Its Officers, Employees and Agents are listed as additionally insured.

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY BOARD OF COMMISSIONERS C/O INSURANCE TRACKING SERVICES, INC (ITS) PO BOX 20270 LONG BEACH CA 90801	<b>CANCELLATION</b> 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 
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2016

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).

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> _____
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
<b>INSURED</b> AE ENGINEERING INC 6440 South point Pkwy Ste 300 Jacksonville, FL 32216	INSURER(S) AFFORDING COVERAGE INSURER A : Twin City Fire Insurance Company
	NAIC # 29459
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

**COVERAGES** CERTIFICATE NUMBER: 569185 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	N	76WEGZH1815	02/01/2016 02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners Attn: Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	<b>CANCELLATION</b> 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 
---	--