

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

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<b>Meeting Date:</b> April 10, 2018	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Regular</b>
	<input type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Public Hearing</b>

<b>Department:</b>	<b>Engineering &amp; Public Works Department</b>
<b>Submitted By:</b>	<b>Engineering &amp; Public Works Department</b>
<b>Submitted For:</b>	<b>Roadway Production Division</b>

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: a contract with R.J. Behar & Company, Inc. (RJB), in the amount of \$89,814.76 for professional construction engineering and inspection (CEI) services for the construction phase of the Overhead Flashing School Zone Signs project.

**SUMMARY:** Approval of this contract will provide the professional CEI services necessary for the construction phase of the overhead flashing school zone signs at five school locations throughout Palm Beach County (County). The schools are West Riviera Elementary, Lincoln Elementary, Roosevelt Elementary, Palm Springs Middle and Hidden Oaks Elementary. The Small Business Enterprise (SBE) goal for all contracts is 15%. The SBE participation committed to by RJB at the time they were selected for this project was 0% overall. However, the SBE participation RJB is now proposing for this contract is 11.20%. RJB is based in Broward County with an office located in Palm Beach County. Districts 2, 3 and 7 (LBH)

**Background and Justification:** On August 15, 2017, the Consultant's Competitive Negotiations Act Selection Committee selected RJB and, in accordance with PPM No. CW-O-048, the Board of County Commissioners (BCC) was notified of the selection on August 16, 2017. The County now desires RJB to provide the CEI services necessary for the project. The fee, as detailed in Exhibit "B" of the attached contract, has been negotiated as just and reasonable compensation as follows:

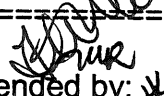
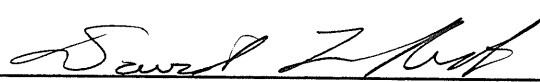
Basic Services (Lump Sum) .....	\$79,759.76	(CEI Services, Contractor Monitoring, Utility Coordination, LAP Compliance, Project Administration, Project Documentation, Public Coordination, Verifying Testing and Sampling, Site Inspection, Traffic Control, Final Acceptance).
Reimbursable Expenses (Not to Exceed)....	\$10,055.00	(Geotechnical).
Total:	\$89,814.76	


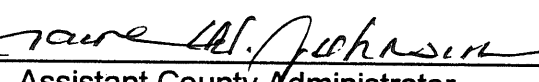
After reviewing the attached contract and finding it in proper order, staff recommends the BCC's approval.

**Attachments:**

1. Location Map
2. Contract with Exhibits "A", "B", "C", "D", "E" and Certificate of Insurance (2)
3. Project Work Schedule

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Recommended by: 		2/27/2018
	Department Director	Date

Approved By: 		3/23/18
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>\$125,755</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$125,755</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes  No  
 Does this item include the use of federal funds? Yes No

**Budget Account No:**

Fund 3500 Dept 361 Unit 1502-001 Object 6505

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

Transportation Improvement Fund  
 Traffic Signals-Mast Arms-FY2012  
 Overhead School Zone Flashers

Basic Services	\$ 79,759.76
Reimbursables	\$ 10,055.00
Optional Services	\$ 0.00
Total	\$ 89,814.76
Staff Costs	
Roadway Production	\$ 17,965.00
Right of Way	\$ 4,495.00
Engineering Services	\$ 4,495.00
Traffic	\$ 8,985.00
	\$125,754.76

C. Departmental Fiscal Review: Alicia Kovalainen

**III. REVIEW COMMENTS**

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

[Signature] 2/28/18  
 OFMB [Signature] 2/28  
 Contract Dev. and Control [Signature] 3/6/18

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

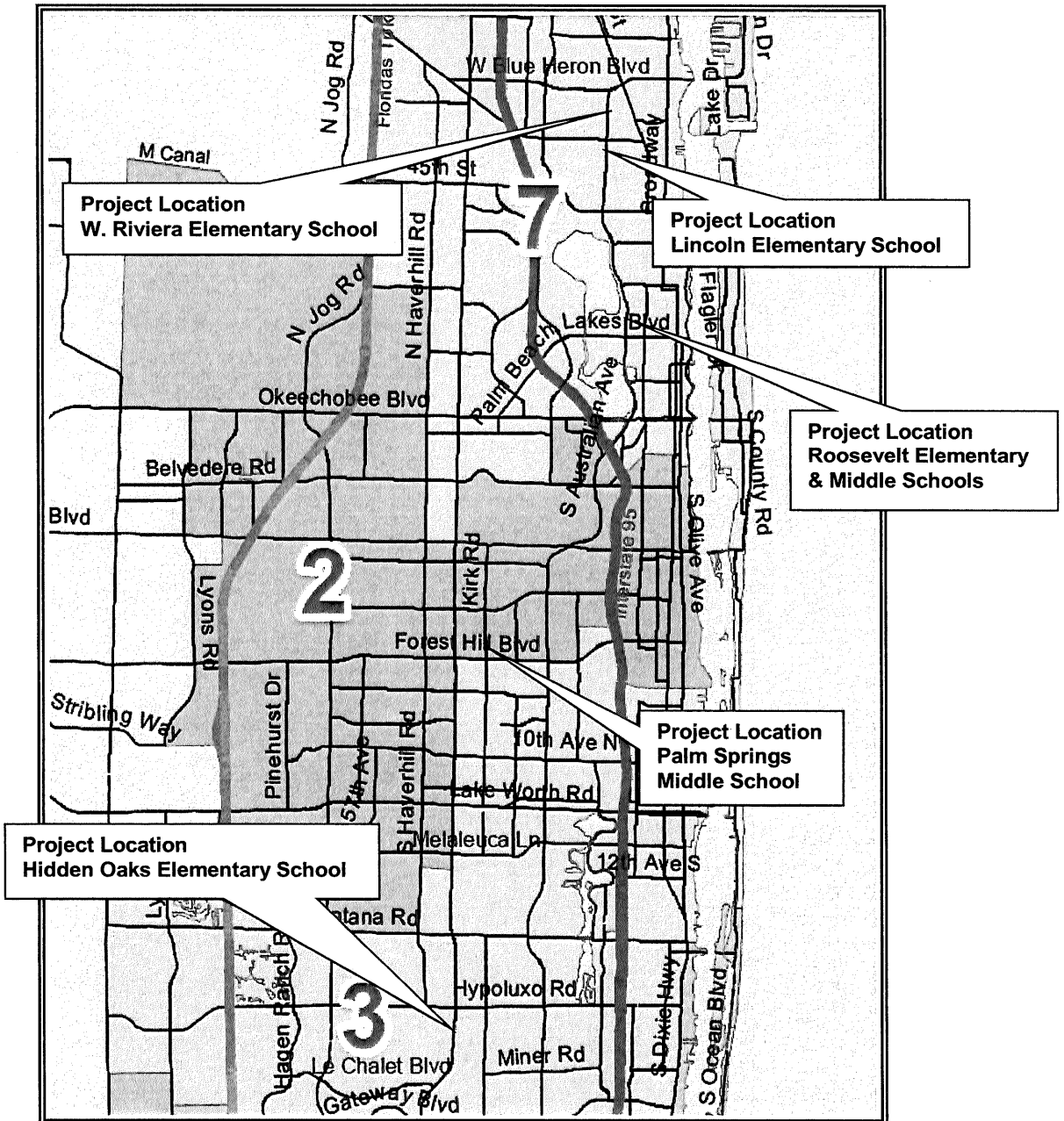
[Signature] 3/8/2018  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**PROJECT LOCATION  
OVERHEAD FLASHING SCHOOL ZONE SIGNS  
PALM BEACH COUNTY PROJECT #2015708**



LOCATION MAP

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

This is a Contract made as of \_\_\_\_\_, 2018, between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **R.J. Behar & Company, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 6861 S.W. 196th Avenue, Suite 302, Pembroke Pines, Florida 33332, and having Federal Tax I.D. #65-0954070. The **COUNTY** intends to provide **Construction Engineering and Inspection (CEI) services for Overhead Flashing School Zone Signs, Project No. 2015708, (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 **\$79,759.76** 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 **2.87** 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 **\$10,055.00** 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 COUNTY policies and procedures.

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 Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the COUNTY.

5.2.2. Upon satisfactory completion of all Services, including permits, described in this Contract and approval and acceptance of the plans by the COUNTY full payment for all completed Services provided, will be made and the contract will be closed. If the contract has an authorization for Post Design Services, the Contract will remain open until all Post Design Services (if applicable) are complete.

5.2.3. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion, approval and acceptance by the COUNTY, of all the Services described in this Contract, including Post Design Services.

5.2.4. Due to the nature of the work flow and the small size of expected projects to be performed by the CONSULTANT, the COUNTY recognizes that the purpose of withholding retainage may not be applicable for all projects and the COUNTY may waive the requirement upon written request from the CONSULTANT.

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.

### 6.3 **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.

The CONSULTANT shall comply with Section 20.055(5), F.S.

### 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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).

#### 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 and the **FLORIDA DEPARTMENT OF TRANSPORTATION** 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 the **FLORIDA DEPARTMENT OF TRANSPORTATION**, 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 **0.00%** 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.

**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 11 - NONDISCRIMINATION**

The **CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information pursuant to Palm Beach County Resolution R-2017-1770, as may be 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 119.0701, 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/liason, 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**

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**IN WITNESS WHEREOF**, the parties have made and executed this Contract for Overhead Flashing School Zone Signs (CEI), Project Number 2015708, as of the day and year first above written.

OWNER:  
**Palm Beach County**, a Political Subdivision  
of the State of Florida, by and through its  
Board of County Commissioners:

CONSULTANT:  
**R.J. Behar & Company, Inc.**

BY: \_\_\_\_\_  
Melissa McKinlay, Mayor

BY: Robert J. Behar  
Robert J. Behar, P.E., President

**S E A L**

**CORPORATE SEAL**



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

ATTEST WITNESS:

BY: \_\_\_\_\_  
(Print Name)

BY: Dereth Behar  
(Print Name)

Dereth Behar  
(Signature)

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

BY: Lizanna Kadir  
(Print Name)

Lizanna Kadir  
(Signature)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Omelio A. Fernandez  
Omelio A. Fernandez, P.E.  
Director of Roadway Production

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
Yelizaveta B. Herman,  
Assistant County Attorney



**R.J. Behar & Company, Inc.**  
Engineers • Planners

Exhibit "A" – Page 1 of 5

November 8, 2017

Ms. Holly B. Knight, PE  
Contracts Section Manager  
Engineering and Public Works Department  
Roadway Production Division  
2300 N. Jog Road, 3<sup>rd</sup> Floor – West Wing  
West Palm Beach, FL 33411-2745

*Approved FJ  
1-16-2018*

**Re: Proposal for Construction Engineering and Inspection (CEI) Services for  
Overhead Flashing School Zone Signs  
Palm Beach County, Florida  
Project Number 2015708**

Dear Ms. Knight:

R.J. Behar & Company, Inc. (RJB) appreciates the opportunity to submit this proposal for providing CEI Services associated with the above-referenced project. Herein, we provide a general discussion of services that we understand will be required for this project and present our Schedule of Fees for such services. It is understood that this project is receiving FHWA Federal Funding via the Florida Department of Transportation (FDOT) LAP Program. In addition to inspection and coordination, RJ Behar will coordinate with and provide FDOT with all the required information to ensure compliance with all LAP requirements.

**SCOPE OF WORK**

RJB shall provide the CEI services required for contract administration, inspection, and materials sampling and testing for the Overhead Flashing School Zone Signs Project. RJB shall perform all services necessary to properly coordinate the activities of all parties involved in completing the Project, which includes maintaining complete and accurate records of all activities and events relating to the Project; properly documenting all significant Project changes; assisting the county with interpreting plans, specifications, and construction contract provisions; making recommendations to the County to resolve disputes; maintaining an adequate level of surveillance of the Contractor's activities; and coordinating with FDOT to ensure LAP requirement compliance.

Services include, but are not limited to, the following:

**Contractor Monitoring**

Monitor Contractor's work and assure that the Contractor is conducting inspections, preparing reports, and monitoring all Stormwater pollution prevention measures

associated with the project. Review and monitor compliance with drawings, contract documents, and specifications.

**LAP Coordination**

Request and obtain access to FDOT LAP reporting documentation systems: Local Area Program Information Tool (LAPIT) and Equal Opportunity Compliance (EOC).

Conduct and submit labor interviews for conformance with wage rates and DBE monitoring reports.

Prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents.

Coordinate and assist the County with reimbursement package submittal.

**Verification Laboratory Material Testing and Sampling Services**

Provide sampling and testing of the stabilized subgrade and base material, as may be necessary; sample and perform compressive test of the structural concrete elements. See attached scope and proposal from Radise International.

**Problem Resolution**

Analyze problems that arise on a project and proposals submitted by the Contractor, prepare and submit recommendations to the County's Project Manager, Mr. Jean Milord, and process the necessary paperwork.

**Payment Review**

Produce reports; verify quantity calculations, and field measure for payment purposes as required.

**Traffic Control**

Review work zone traffic control plan implementation and inspection of maintenance of traffic schemes and devices in work zones to assure they are in accordance with the County's requirements.

**Project Journal**

Maintain both a detailed electronic and hard copy diary with accurate records of the Contractor's operations, quantities, testing data, and significant events that affect the work. Submit daily construction reports to the County's Project Manager on a weekly basis.

**Project Meetings**

Administer project meetings with appropriate team members in attendance; prepare and distribute meeting minutes to attendees; note changes and/or corrections and insure all attendees approve minutes at subsequent meetings. Meetings will be scheduled as needed.

**Record Drawing Review**

Throughout the course of the project, review as-recorded drawings to verify the Contract Drawings are noted to reflect actual construction; review monthly status of as-recorded drawings and verify for monthly pay applications; notify the Contractor in a timely fashion of deficiencies noted; provide follow up to verify Contractor brings as-recorded drawing status up-to-date.

**Develop a Progressive List of Items Requiring Correction**

Develop and provide to the Contractor an on-going list of items requiring correction to encourage the timely correction of noted construction deficiencies; monitor construction throughout the project duration and identify deficient items; provide the Contractor with an updated list at construction meetings.

**Notification of Accident Damage/Injury**

Document any inspections made of property damage or personal injury accidents on site and provide a written report to the County's Project Manager; require lost-time accident reports at construction meetings.

**Contract Interpretations and Modifications**

Receive, log, and coordinate reviews and responses to Contractor's Requests For Information/Interpretations (RFI's) following Palm Beach County approval and concurrence; responses to RFI's will be provided to the Contractor within seven (7) days; after PBC concurrence, prepare and issue response letters, field orders, or Change Proposal Requests as required.

**Administration of Changed Work**

Track changes from initiation through completion; estimate cost and time impacts, and assist with negotiation of changes in contract time and cost; prepare change orders to incorporate changes within Contract Documents; evaluate the Project on a continual basis to determine when changes are required; include justification documents with each Change Order; maintain current status logs of all Change Proposal Requests and Change Orders; review as-recorded drawings to verify changes in work are reflected as applicable; review pay requests to verify Change Order items are broken out and that payment is not made until work is complete.

**Review and Recommend Contractor's Applications for Payment to PB County**

Receive and review draft applications for payment prepared by the Contractor, and note and attempt to reconcile discrepancies between Engineer's estimate of progress and Contractor's application; review draft application for payment in comparison to measured or estimated quantities; make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete; return a copy of the reviewed draft to the Contractor; meet with Contractor to reconcile discrepancies; review revised

application for payment and, if acceptable, recommend payment and forward to the County Project Manager for processing.

**Project Closeout**

Receive and review the Contractor's required substantial completion submittal, and determine if Project is ready for substantial completion inspection; develop substantial completion submittal checklist and perform the following activities: verify submittal of all required documents, review Contractor Record Drawings, perform drafting of Record Drawing revisions on reproducible set and transmit to the County's Project Manager for concurrence, review other substantial completion submittal documents for completeness and compliance with Contract provisions, and schedule substantial completion inspection after PBC concurrence.

**Conduct Substantial Completion Inspection**

Coordinate, conduct, and document the substantial completion inspection; notify all project team members of date of substantial completion inspection; prepare and distribute the punch list format to the parties conducting the inspection; review progress of corrective action on punch list items, periodically updates, and re-issue; identify the tentative date of substantial completion, and prepare and issue Certificate of Substantial Completion with a list of stated qualifications (punch list).

**Final Completion**

Receive and review the Contractor's required final completion submittal; develop final completion submittal checklist; verify submittal of all required documents and review for completeness and compliance with Contract provisions; notify County Project Manager, Contractor, and other affected parties of date of final inspection; coordinate, attend and conduct the final inspection meeting and physical walk-through of the Project.

Secure and transmit to the County warranties and similar submittals required by the Contract Documents for delivery to the County and deliver all keys, manuals, and record drawings to the County.

Provide Project Certification to permitting agencies based on Contractor Provided Record Drawings, Tests, Product Certifications, Documents, as necessary to close out the Project.

Assist the County with preparation and submittal of FDOT LAP close-out package ('Blue Folder').

**Final Payment**

Collect all payment documents required and forward to the Construction Project Manager for processing along with the Contractors Final Application and Certificate for Payment; finalize all project costs and determine the final adjusted amounts for construction; obtain Contractor's signature on any required Contractor's Certification or

Affidavits; process and sign Final Application for Payment; prepare transmittal letter indicating recommendation for Final Payment.

**Construction Disputes and Claims**

Review and provide initial recommendations on disputes or claims in response to written notification of claims made by the Contractor, in accordance with the provisions of the Contract Documents, asserting the right to an adjustment in either Contract Price or Contract Time.

~~We propose to provide the above indicated services for a Not To Exceed Amount of \$89,814.76.~~ ✓

We appreciate the opportunity of submitting this proposal. We look forward to working with Palm Beach County on this project.

Respectfully Submitted,  
R.J. Behar & Company, Inc.



David G. Romano, P.E.  
Director of Construction Management



ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:  
 County:  
 FM No:  
 Palm Beach County Project No.:

Overhead Flashing School Zone Signs  
 Palm Beach  
 436930-1-58-01 & 436930-1-68-01  
 2015708

Consultant Name: R.J. Behar & Company, Inc.  
 Consultant No.: RJBE0001  
 Date: 11/29/17  
 Estimator: David Romano

Staff Classification	Total Staff Hours From SH Summary	Project Manager	CEI Project Administrator	CEI Contract Support Specialist	CEI Senior Inspector	CEI Inspector	SH By Activity	Salary Cost By Activity
		✓ \$67.38	✓ \$45.71	✓ \$32.00	✓ \$30.77	✓ \$25.00		
Pre-Bid Meeting	0	0		0			0	\$0.00
Kick-Off Meeting	0	0		0			0	\$0.00
Pre-Construction Meeting	28	8		15	5		✓ 28	\$1,172.89
Progress Meetings	56	20		36			✓ 56	\$2,499.60
Prepare Agenda plus meeting minutes	42	6		36			✓ 42	\$1,556.28
Drilled Shaft Pre-Activity Meeting	12	4		8			✓ 12	\$525.52
Utility Coordination	10			10			✓ 10	\$320.00
LAP Compliance								
Monthly Progress Reports	14			14			✓ 14	\$448.00
Jobsite Bulletin Board	8			8			✓ 8	\$256.00
Employee Interviews	8			8			✓ 8	\$256.00
LAPIT	24			24			✓ 24	\$768.00
Project Administration								
Pay Applications	24			24			✓ 24	\$768.00
Shop Drawings	10			10			✓ 10	\$320.00
RFIs	10			10			✓ 10	\$320.00
Project Documentation (dailies, change orders, etc)	18			18			✓ 18	\$576.00
Public Coordination (Schools, Residents, Businesses)	8.25			8.25			✓ 8.25	\$264.00
FDOT / Oversight Audits (Final 100%)	32			32			✓ 32	\$1,024.00
Site Inspection	350				350		✓ 350	\$10,769.50
Verification (VT) Laboratory Testing Services								
Final Walk-Through Inspection / Final Acceptance	20			20			✓ 20	\$640.00
Project Closeout	68	4		64			✓ 68	\$2,317.52
<b>Total Staff Hours</b>	✓ 742.25	✓ 42	0	✓ 345.25	✓ 355	0	✓ 742.25	
<b>Total Staff Cost</b>		✓ \$2,829.96	✓ \$0.00	✓ \$11,048.00	✓ \$10,923.35	\$0.00		✓ \$24,801.31

RJB Multiplier -

Salary	1.00
Overhead & Fringe	1.56
12% Profit	0.31
<b>Total</b>	<b>✓ 2.87</b>

BASIC SERVICES

SALARY RELATED COSTS (RJ Behar): \$24,801.31

SUBTOTAL ESTIMATED FEE (PRIME CONSULTANT) ✓ \$71,179.76

Subconsultant: New Millenium Engineering, Inc. ✓ \$8,580.00

Subconsultant : RADISE International, L.C. ✓ \$10,055.00

**GRAND TOTAL ESTIMATED FEE:** ✓ **\$89,814.76**

Exhibit "B" - Page 1 of 5



December 27, 2017

Mr. David Romano, P.E.  
Director of Construction Management Services  
R.J. Behar & Company, Inc.  
6891 SW 196<sup>th</sup> Avenue, Suite 302  
Pembroke Pines, FL 33332

**Re: Proposal for Construction Engineering and Inspection (CEI) Services for Overhead Flashing School Zone Signs  
Palm Beach County, Florida  
Project Number 2015708**

Dear Mr. Romano:

New Millennium Engineering, Inc. (NME) appreciates the opportunity to supply CEI Inspection Services associated with the above referenced project. We understand that this project includes the construction at 5 different site locations which will require our roadway inspector to oversee drill shaft foundation installations for the signals & signs, minor sidewalk restoration, and signing and pavement markings.

NME will provide R. J. Behar a roadway inspector that is capable and certified to perform drill shaft installations and minor concrete placement for sidewalks. NME understands that this contract is going to exceed the 120 hours that R.J. Behar has allotted for our services, refer to attachment, so we will be coordinating our inspector hours with the requirements of R.J. Behar. I have assigned Mr. Geoffrey Parker, P.E. to facilitate this coordination with your project manager to assure we provide our services according to the stipulated contract limitation of 120 hours (\$8,580.00).

Our inspector will be providing CEI inspection services related to the Overhead Flashing School Zone Signs Project, which includes: perform drill shaft inspections, field measurement and verification of pay quantities that said inspector covers; all within the limitations described above.

We appreciate the opportunity to submit this proposal and look forward to working with you on this Project.

Sincerely,

Eugenio Ochoa, P.E.  
Principal

A handwritten signature in black ink, appearing to be "Eugenio Ochoa". The signature is written in a cursive style with a large loop at the end.

Cc: S. McCue, G. Parker, M. Vaughan



Palm Beach County - Overhead Flashing School Zone Signs

Employee Classification	Manhours	Hourly Rate	Raw Salary Cost
CEI Inspector	120.00	✓ 25.00	✓ \$3,000.00

Total Raw Salary Costs ✓ \$3,000.00

**Multiplier:**

Salary	1.000
Overhead & Fringe	1.55
Subtotal	<u>2.55</u>
Profit (12%)	0.31
Total	✓ 2.86 Cap

Total New Millenium Engineering, Inc. 8,580.00

---

**Total Cost** ✓ **\$8,580.00**



September 28, 2017

R.J. Behar & Company, Inc.  
Attn.: Mr. David G. Romano, P.E.  
Director of Construction Management Services  
6861 SW 196th Avenue, Suite 302  
Pembroke Pines, FL 33332

Office: (954) 680-7771/Fax: (954) 680-7781  
Mobile: (305) 525-4058  
Email: dromano@rjbehar.com

Subject: **Proposal for Construction Materials  
Testing and Inspection Services – CEI VT services  
Overhead Flashing School Zone Signs (Project No. 2015708)  
Palm Beach County, Florida**

**LAB CERTIFICATIONS**



Certified



Approved



Validated

**CTQP CERTIFIED  
TEAM**

*USACE Certified QA Managers*

Dear Mr. Romano,

RADISE International LC (RADISE) is pleased to submit this proposal to provide Construction Materials Testing and Inspection Services in connection with the PBC Overhead Flashing School Zone Signs (Project No. 2015708), located in Palm Beach County, Florida. We understand that the LAP project will include the construction of 9 drilled shaft foundations for the overhead school signs, and some minor sidewalk restoration at 5 site locations. We will perform the CEI VT services as requested on a unit price basis. Please see the attached cost estimate, based on our approved Palm Beach County Contract Rates.

We appreciate the opportunity to submit this unit price proposal, and look forward to working with you on this project. If you have any questions regarding the unit prices, or would like us to quote the project based on known quantities, please contact us at 561-841-0103.

Sincerely,  
RADISE International  
Infrastructure Engineers • Software Developers

Newton M. Brooks  
Construction Services Manager

Gregory J. Stelmack, P.E.  
Vice President



ATTACHMENT A

Exhibit "B" – Page 5 of 5

SCOPE AND ESTIMATED BUDGET  
 QUALITY CONTROL TESTING SERVICES - CEI SUPPORT  
 OVERHEAD FLASHING SCHOOL ZONE SIGNS  
 PROJECT No.: 2015708

Wednesday, September 27, 2017

ITEM/DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT RATE	EXTENSION
<b>1.0 CONCRETE CONSTRUCTION QUALITY CONTROL (CQC) FIELD INSPECTION AND RELATED TESTING SERVICES - Sidewalks / curb and gutter</b>				
1.1 Concrete Quality Control Inspection & Testing -Sidewalk				
1.2 CTQP Level 1 Concrete Technician - Standby Time (II.6)	10	Hour	\$ ✓ 65.00	\$ ✓ 650.00
1.3 Concrete Compressive Strength Test (4 cylinders /set) - Estimate 10 sets (II.1)	10	Set	\$ ✓ 150.00	\$ ✓ 1,500.00
			Subtotal	\$ ✓ 2,150.00
<b>2.0 QUALITY CONTROL (QC) TESTING - Drilled Shafts</b>				
2.1 Drilled Shafts - Estimate 2 Shafts				
2.2 Crosshole Sonic Logging Testing - Estimate 2 Drilled Shafts (no code in contract)	2	Each	\$ ✓ 2,400.00	\$ ✓ 4,800.00
2.3 CTQP Drill Shaft Insp (Logging, Slurry Test and Concrete Testing) Staff Eng (VII)	0	Hour	\$ ✓ 105.00	\$ -
2.4 Concrete Compressive Strength Tests - Estimate 9 Sets of four Cylinders (II.1)	9	Set	\$ ✓ 150.00	\$ ✓ 1,350.00
2.5 CTQP Level 1 Concrete Technician - Standby Time (II.6)	9	Hour	\$ ✓ 65.00	\$ ✓ 585.00
			Subtotal	\$ ✓ 6,735.00
<b>3.0 ENGINEERING AND PROFESSIONAL SERVICES</b>				
3.1 Engineer, P.E (VII)	4	Hour	\$ ✓ 135.00	\$ ✓ 540.00
3.2 Staff Engineer (VII)	6	Hour	\$ ✓ 105.00	\$ ✓ 630.00
			Subtotal	\$ ✓ 1,170.00
<b>QUALITY CONTROL INSPECTION AND TESTING SERVICES ESTIMATED TOTAL</b>				<b>\$ ✓ 10,055.00</b>

- 4.0 NOTES/ASSUMPTIONS
- 4.1 Unit Rates are in accordance with our PBC Continuing Services Contract dated 09-16-17
  - 4.2 Billing Time is Portal to Portal

✓ 3.0 multiplier

**CERTIFICATION STATEMENTS**

**Project:** Overhead Flashing School Zone Signs (CEI)  
**Project No.:** 2015708

**Consultant/Annual Consultant:** R.J. Behar & Company, 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).



---

Robert J. Behar, P.E., President

**CONFLICT OF INTEREST DISCLOSURE FORM**

**Project:** Overhead Flashing School Zone Signs (CEI)  
**Project No.:** 2015708

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.)

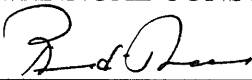
CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which 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 Robert J. Behar, P.E., as  
(Name of Individual)  
President, of R.J. Behar & Company, Inc.  
(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)

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.

 1-4-18  
(Signature) (Date)

**PARTICIPATION FOR MWBE/SBE CONSULTANTS**  
Contract

<b>Project Name:</b> Overhead Flashing School Zone Signs (CEI)	<b>Project Number:</b> 2015708
<b>Prime Vendor:</b> R.J. Behar & Company, Inc.	<b>Resolution Number</b>
<b>Telephone:</b> (561) 333-7000	<b>Resolution Date</b> 12/20/2017
<b>Contact:</b> Juan H. Vazquez, P.E.	<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
<hr/>						
R.J. Behar & Company, Inc. 12788 FOREST HILL BLVD, STE 200 WELLINGTON, FL 33414 (561) 333-7000	<b>MWBE</b>	0.00	71,179.76	0.00	0.00	
	<b>SBE</b>	0.00	0.00	0.00	0.00	0.00
<hr/>						
RADISE International, L.C. 4152 W BLUE HERON BLVD, #1114 RIVIERA BEACH, FL 33404 (561) 841-0103	<b>MWBE</b>	0.00	0.00	0.00	0.00	
	<b>SBE</b>	0.00	0.00	0.00	10,055.00	0.00
<hr/>						
<b>Total Contract Authorizaton</b> \$89,814.76	<b>Total MWBE</b>	0.00	71,179.76	0.00	0.00	
	<b>Percentage</b>	0.00%	79.25%	0.00%	0.00%	
	<b>Total SBE</b>	0.00	0.00	0.00	10,055.00	0.00
	<b>Percentage</b>	0.00%	0.00%	0.00%	11.20%	0.00%



**SCHEDULE 1**

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

PROJECT NAME OR BID NAME: Overhead Flashing School Zone Signs (CEI) PROJECT NO. OR BID NO.: 2015708  
 NAME OF PRIME BIDDER: R.J. Behar & Company, Inc. ADDRESS: 6861 SW 196<sup>th</sup> Avenue, Suite 302, Pembroke Pines, FL 33332  
 CONTACT PERSON: David Romanio, P.E. PHONE NO.: 954-680-7771 FAX NO.: 954-680-7781  
 BID OPENING DATE: \_\_\_\_\_ USER DEPARTMENT: Engineering & Public Works Department

**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. R.J. Behar & Company, Inc. 12788 Forest Hill Blvd., Suite 2003B Wellington, FL 33414 561-333-7000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	79.25%	_____	_____	_____
2. RADISE International, LLC 4152 West Blue Heron Blvd, Suite # 228 Riviera Beach, FL 33404 561- 841-010	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	Asian 11.20%
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
<b>Total</b>			_____	79.25%	_____	_____	11.20%

Total Bid Price \$89,814.76

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 90.45%

- 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.

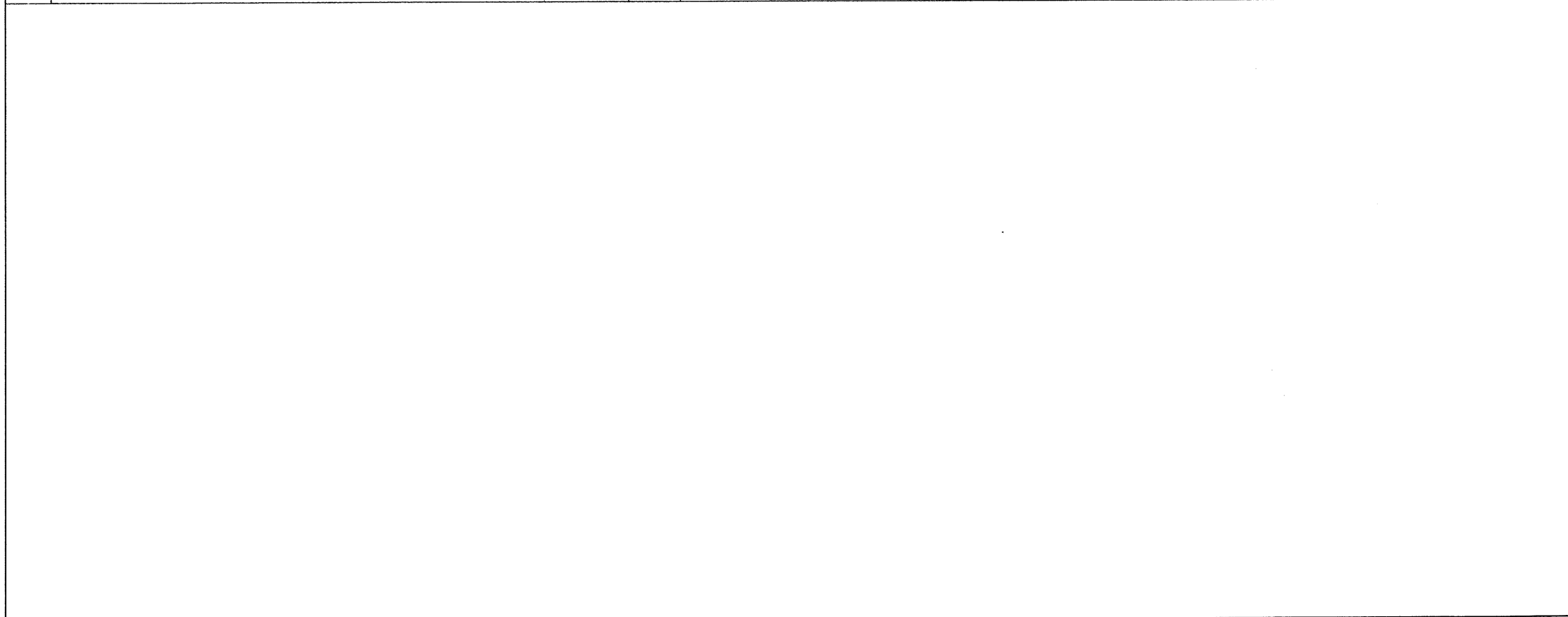
Revised





Palm Beach County  
Overhead Flashing School Zone Signs  
Project No. 2015708

ID	Task Name	Duration	Start	Finish	2018			2019
					January	July	January	
1	NOTICE TO PROCEED	1 day	Mon 4/30/18	Mon 4/30/18				
2	PRE CONSTRUCTION	30 days	Tue 5/1/18	Mon 6/11/18				
3	CONSTRUCTION	210 days	Tue 6/12/18	Mon 4/1/19				
4	PROJECT CLOSEOUT	45 days	Tue 4/2/19	Mon 6/3/19				
5	COMPLETION	1 day	Tue 6/4/19	Tue 6/4/19				



Date: Wed 1/31/18

Task		Milestone		Rolled Up Critical Task		Split		Group By Summary	
Critical Task		Summary		Rolled Up Milestone		External Tasks			
Progress		Rolled Up Task		Rolled Up Progress		Project Summary			