

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

| | | | | | |
|----------------|---------------------------------------|-------------------------------------|----------|--------------------------|----------------|
| Meeting Date: | April 2, 2019 | <input checked="" type="checkbox"/> | Consent | <input type="checkbox"/> | Regular |
| | | <input type="checkbox"/> | Workshop | <input type="checkbox"/> | Public Hearing |
| Department: | Engineering & Public Works Department | | | | |
| Submitted By: | Engineering & Public Works Department | | | | |
| Submitted For: | Roadway Production Division | | | | |

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) the First Amendment to the Construction Engineering and Inspection (CEI) services contract (Contract) dated December 15, 2016 with AE Engineering, Inc. (AEE), for the bridge rehabilitation of Camino Real / Boca Club Bridge over the Intracoastal Waterway Project (Project) to update language in sections 7.1, 9, 12, and 20; and
- B) Supplement No. 3 (Supplement) to the Contract with AEE in the amount of \$354,489.40 for CEI services for the Project.

SUMMARY: Approving the First Amendment will update the language of the termination section, criminal history records check section, non-discrimination section, and scrutinized companies section to be compliant with current Palm Beach County standards. This solicitation for design professionals was advertised on June 19, 2016 and June 26, 2016 according to the Small Business Enterprise (SBE) Ordinance in place at the time, with final selection taking place on September 7, 2016. AEE committed to provide 3% SBE participation. Approval of this Supplement will provide the CEI services needed to complete structural steel repairs, machinery components and geotechnical services for the Project and accommodate a 70 day extension of the bridge closure. AEE proposes 3.05% SBE participation for this Supplement, and its overall SBE participation for this Contract is 3.48%. AEE is a Jacksonville based company with an office located in Palm Beach County (County). District 4 (YBH)

Background and Justification: In July and August of 2018, an assessment of the Camino Real Bridge was conducted after the removal of the existing structural steel coating system. This assessment was not possible during the design phase. It was discovered that heavy deterioration and severe section loss of the existing structural steel members require additional repair procedures and accessibility that could only be incorporated into the project by either extending the current work shifts to include night work or extending the time allowed to keep the bridge closed. The City of Boca Raton was contacted to request permission for night work to maintain the original scheduled bridge opening date of April 12, 2019. The City opted to deny night construction in favor of extending the bridge closure by 70 days to a bridge opening date of June 21, 2019.

The County now desires AEE to provide additional CEI services necessary for the additional construction time of the Project. The fee, as detailed in the Supplement, has been negotiated as just and reasonable compensation as follows:

| | | |
|---------------------------------------|---------------------|--|
| Basic Services (Lump Sum) | \$226,659.42 | (CEI Construction Services). |
| Reimbursable Expenses (Not to Exceed) | <u>\$127,829.98</u> | (Inspections & Geotechnical Services). |
| Total: | \$354,489.40 | |

Attachments:

- 1. Location Sketch
- 2. First Amendment (2)
- 3. Supplement 3 with Exhibits “A”, “B”, “C”, “D”, “E” and Certificate of Insurance (2)

| | | |
|-----------------|--------------------------------|----------------|
| Recommended by: | <u><i>David Z. Reid</i></u> | <u>3/28/19</u> |
| | County Engineer | Date |
| Approved By: | <u><i>Nancy J. Bolton</i></u> | <u>3/21/19</u> |
| | Assistant County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2019 | 2020 | 2021 | 2022 | 2023 |
|-------------------------|-----------|------|------|------|------|
| Capital Expenditures | \$425,390 | -0- | -0- | -0- | -0- |
| Operating Costs | -0- | -0- | -0- | -0- | -0- |
| External Revenues | -0- | -0- | -0- | -0- | -0- |
| Program Income (County) | -0- | -0- | -0- | -0- | -0- |
| In-Kind Match (County) | -0- | -0- | -0- | -0- | -0- |
| NET FISCAL IMPACT | \$425,390 | -0- | -0- | -0- | -0- |
| # ADDITIONAL FTE | | | | | |
| POSITIONS (Cumulative) | | | | | |

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

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 the ICWW

| | |
|-----------------------|---------------|
| Basic Services | \$ 226,659.42 |
| Reimbursable Services | \$ 127,829.98 |
| Optional Services | \$.00 |
| TOTAL | \$ 354,489.40 |
| Staff Costs | |
| -Right of Way | \$ 70,900.00 |
| FISCAL IMPACT | \$ 425,389.40 |

C. Departmental Fiscal Review: *Alicia Kovalainen*

III. REVIEW COMMENTS

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

Doreen Raus 3/12/19
OFMB 3/12/19
Contract Dev. and Control 3/19/19

B. Approved as to Form and Legal Sufficiency:

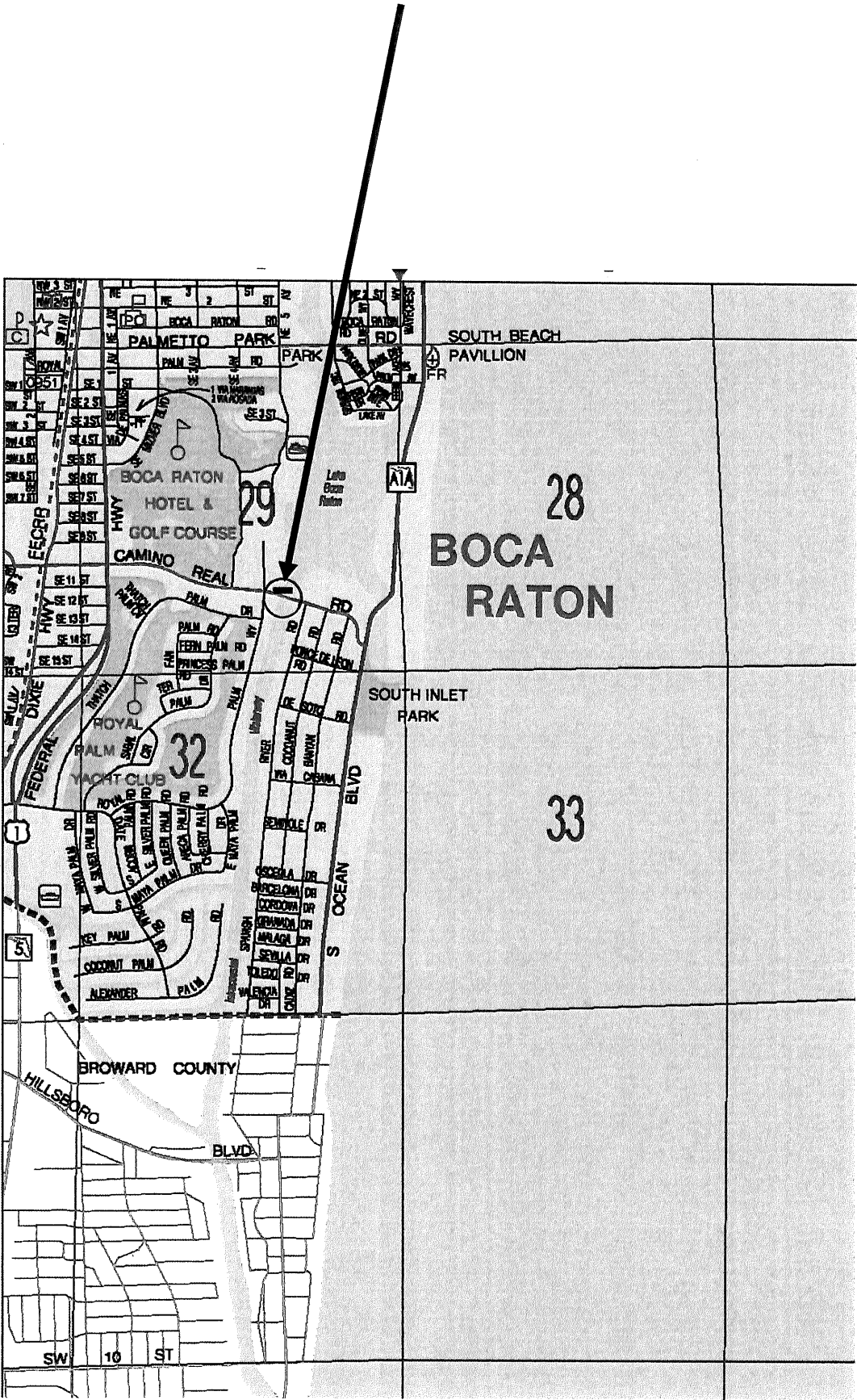
Jill Coffman yph
Assistant County Attorney

C. Other Department Review:

Department Director

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

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



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LOCATION MAP

**FIRST AMENDMENT TO THE PROJECT
CONTRACT NO. R2017-0222
DATED DECEMBER 15, 2016, BY AND BETWEEN
AE ENGINEERING, INC., AND PALM BEACH COUNTY**

This FIRST AMENDMENT to the CEI for Bridge Rehabilitation of Camino Real Road / Boca Club Bridge over Intracoastal Waterway Project Contract dated December 15, 2016, (R2017-0222), hereinafter "**CONTRACT**", is entered into on the date written below, by and between AE Engineering Inc., hereinafter "**CONSULTANT**" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "**COUNTY**", (individually "**Party**" and collectively "**Parties**").

W I T N E S S E T H

WHEREAS, the **CONSULTANT** and **COUNTY** entered into the **CONTRACT** for construction engineering and inspection (CEI) services for the bridge rehabilitation of Camino Real Road / Boca Club Bridge over the Intracoastal Waterway Project (**PROJECT**); and

WHEREAS, the **CONSULTANT** and the **COUNTY** mutually agree to amend **SECTION 7.1 – TERMINATION**; **SECTION 9 – CRIMINAL HISTORY RECORDS CHECK**; **SECTION 12 –NON-DISCRIMINATION**; AND **SECTION 20 – SCRUTINIZED COMPANIES** to the **CONTRACT**; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and are incorporated herein.
2. **SECTION 7.1 - TERMINATION of the CONTRACT is hereby deleted in its entirety and replaced with the following Section 7.1 – TERMINATION:**

This **CONTRACT** may be terminated by the **CONSULTANT** upon sixty (60) days prior written notice to the **COUNTY** in the event of substantial failure by the **COUNTY** to perform in accordance with the terms of this **CONTRACT** through no fault of the **CONSULTANT**. It may also be terminated, in whole or in part, by the **COUNTY**, with cause upon five (5) business days written notice to the **CONSULTANT** or without cause upon ten (10) business days 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 termination. After receipt of a Termination Notice, except as otherwise directed by the **COUNTY**, in writing, 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.

3. **SECTION 9 - CRIMINAL HISTORY RECORDS CHECK of the CONTRACT is hereby deleted in its entirety and replaced with the following SECTION 9 - CRIMINAL HISTORY RECORDS CHECK:**

The **CONSULTANT**, **CONSULTANT'S** employees, subcontractors of **CONSULTANT** and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The **CONSULTANT** is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the **CONSULTANT** acknowledges that its **CONTRACT** price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the **COUNTY**.

This **CONTRACT** may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. **COUNTY** staff representing the **COUNTY** department will contact the **CONSULTANT(S)** and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The **CONSULTANT** shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the **CONTRACT** and return them to the **COUNTY**. If the **CONSULTANT** or its subcontractor(s) terminates an employee who has been issued a badge, the **CONSULTANT** must notify the **COUNTY** within two (2) hours. At the time of termination, the **CONSULTANT** shall retrieve the badge and shall return it to the **COUNTY** in a timely manner.

The **COUNTY** reserves the right to suspend the **CONSULTANT** if the **CONSULTANT** 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the **COUNTY** regarding a terminated **CONSULTANT** employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

4. **SECTION 12 – NONDISCRIMINATION of the CONTRACT is hereby deleted in its entirety and replaced with the following SECTION 12 - NONDISCRIMINATION:**

The **COUNTY** is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County

Resolution R2017-1770, as may be amended, the **CONSULTANT** warrants and represents that throughout the term of the **CONTRACT**, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the **CONTRACT**.

5. **SECTION 20 - SCRUTINIZED COMPANIES of the CONTRACT is hereby deleted in its entirety and replaced with the following SECTION 20 - SCRUTINIZED COMPANIES:**

A. 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

B. **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 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. Said certification must also be submitted at the time of **CONTRACT** renewal, if applicable.

6. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the **CONTRACT**, shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to the CONTRACT (R2017-0222) to be executed and sealed this _____ day of _____, 2019.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:
AE Engineering, Inc.

BOARD OF COUNTY COMMISSIONERS

BY: _____
Mack Bernard, Mayor

BY: _____
Roderick Myrick, P.E., President

SEAL

CORPORATE SEAL

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

ATTEST WITNESS:

BY: _____
(Print Name)

BY: _____
(Print Name)

(Signature)

(Signature)

BY: _____
(Print Name)

APPROVED AS TO TERMS
AND CONDITIONS:

(Signature)

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

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney

**SUPPLEMENT NO. 3
BETWEEN PALM BEACH COUNTY AND AE ENGINEERING, INC.
FOR CEI SERVICES FOR BRIDGE REHABILITATION OF THE
CAMINO REAL RD./BOCA CLUB BRIDGE OVER INTRACOASTAL WATERWAY
PROJECT NO.: 2003501**

THIS SUPPLEMENT No. 3, made and entered into this _____ day of _____, 2019, by and 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.**, a Florida Corporation with an address of **9180 Silver Glen Way, Lake Worth, Florida 33467**, hereinafter **CONSULTANT**.

W I T N E S S E T H

WHEREAS, the **COUNTY** and **CONSULTANT** entered into the CEI for Bridge Rehabilitation of Camino Real Road / Boca Club Bridge over Intracoastal Waterway Project Contract dated **December 15, 2016 (R2017-0222) (CONTRACT)**; and

WHEREAS, the First Amendment amended Section 7.1 – Termination, Section 9 – Criminal History Records Check, Section 12 – Non-Discrimination, and Section 20 – Scrutinized Companies of the **CONTRACT**; and

WHEREAS, the **COUNTY** desires the **CONSULTANT** to perform construction engineering and inspection (CEI) services for the construction of the bridge rehabilitation of Camino Real Road / Boca Club Bridge over Intracoastal Waterway Project, hereinafter **PROJECT**; and

WHEREAS, the following fee has been negotiated and found to be reasonable compensation for the CEI services to be performed by the **CONSULTANT**:

Basic Services in a lump sum fee of \$226,659.42;
Reimbursable Services capped at \$127,829.98;
Totaling **\$354,489.40**

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits to flow from each to the other, **CONSULTANT** and **COUNTY** agree, as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The **CONSULTANT** agrees to provide professional CEI services as described in **Exhibit "A"** of this Supplement known as "SCOPE OF WORK & FEE".
3. The **CONSULTANT** agrees to the certification statements as described in **Exhibit "B"** of this Supplement.

**RE: CEI FOR BRIDGE REHABILITATION OF CAMINO REAL ROAD / BOCA CLUB
BRIDGE OVER INTRACOASTAL WATERWAY**
Project No. 2003501

4. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in **Exhibit "C"** of this Supplement.
5. The **CONSULTANT** has provided a sub-consultant Letter of Intent to perform as an SBE as described in **Exhibit "D"** of this Supplement.
6. The **CONSULTANT** agrees to comply with the Project Work Schedule, as described in **Exhibit "E"** of this Supplement.
7. The **COUNTY** agrees to pay the **CONSULTANT** a fee of Three Hundred Fifty-Four Thousand Four Hundred Eighty-Nine Dollars and Forty Cents (\$354,489.40).

Except as hereby amended, changed or modified, all other terms, conditions and obligations of the **CONTRACT**, as amended, shall remain in full force and effect.

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**RE: CEI FOR BRIDGE REHABILITATION OF CAMINO REAL ROAD / BOCA CLUB
BRIDGE OVER INTRACOASTAL WATERWAY**
Project No. 2003501

IN WITNESS WHEREOF, the Parties hereto have made and executed this Supplement as of the day and year first above written.

OWNER:
Palm Beach County, Florida, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

CONSULTANT:
AE Engineering, Inc.

BY: _____
Mack Bernard, Mayor

BY: _____
Roderick Myrick, P.E., President

S E A L

CORPORATE SEAL

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

ATTEST WITNESS:

BY: _____
(Print Name)

BY: _____
(Print Name)

(Signature)

(Signature)

BY: _____
(Print Name)

(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

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

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Yelizaveta B. Herman,
Assistant County Attorney



PALM BEACH COUNTY
PBC Project No.: 2003501

Scope of Work Construction Engineering and
Inspection Services Bridge Rehabilitation of
Camino Real/Boca Club Bridge over Intracoastal
Waterway
Supplement 3

Scope of Work – Structural Steel Repairs,
Machinery Components repairs and
Geotechnical Services

Andrea Wilson Aspin 1/23/19
OK *Kelly H. H. H. H.* 1/23/19

AE Engineering Inc will provide the CEI services, coordination and acceptance of all construction activities per the additional scope described under Section 1. The CEI fee schedule provided under section 2 of this Supplemental Services Document specify the additional resources needed to complete Structural Steel Repairs, Machinery Components and Geotechnical Services.

1. SCOPE:

Provide CEI services to inspect and accept Kiewit Infrastructure South Co. added scope of work detailed under Contract 2003501 Change Order 4 (Section 1.1), Change Order 5 (Section 1.2) and CEI additional materials testing required by specification (Section 1.3).

1.1 Structural Steel Repairs (CO No.4):

Engineering assessments performed during post-blasting operations determined additional critical structural steel repairs required along existing members of the bridge West and East leafs including: main girders, floor beams, stringers and members of machinery room platforms.

- Provide engineering assessments, structural valuation and reporting on the conditions of existing the structural steel members after removal of the existing coating system (Post-blasting operations)
- Provide recommendations for repairs of the existing structural steel members
- Review and coordination with EOR to elaborate appropriate scope of work for the repairs
- Review and processing of shop drawings for the steel required for the work
- Inspection and acceptance of steel materials needed for the repairs
- Offsite inspections of repairs materials at the production facility
- Inspection of assemblies and procedures for repairs preparation and installations
- Oversee Installation and as-built documentation
- Provide Historical Engineer Preservation assessments for repairs performed along existing structural steel members
- Documentation of all repairs and retrofitting for steel members repaired
- Photographic records

1.2 Mechanical Components (CO No.5):

Exploratory un-assembling, measurement and re-assembly of all existing machinery couplers, reducer's shaft seals and main shaft bearings for West and East sides. Measurement of the existing machinery couplings assemblies, documentation of alignment, wear and soundness. Furnish and Install couplings C1 and C2 on the West and East machinery

- Provide engineering review, valuation and recommendation of the contractor Millwrights assessments on the existing machinery couplings for the West and East leafs of the bridge
- Review and coordinate with the EOR to elaborate an appropriate scope of work for the mechanical retrofitting needed
- Review and processing of shop drawings for the machinery components required for the work
- Inspection and acceptance of mechanical assemblies performed
- Oversee Installation and as-built documentation
- Documentation of assembling procedures, alignments, measurements and testing needed
- Offsite inspections of mechanical components at the production facility including and not limited to any machining and shop fitments performed offsite

- Photographic records

1.3 Geotechnical Services (Additional Verification Testing):

Contract specifications and provisions allow the contractor to implement several design mixes and each mix design requires verification testing by the CEI. The contractor operations sequence, locations and schedule of the work required additional testing for soils and concrete. AE Engineering Inc. schedule of services includes testing already performed during Auger cast pile installations (main controlling item of work for the substructure) and all remaining testing considering the approved quality control plan and construction schedule.

- Perform additional classification and testing required per applicable specifications for soils and concrete.
- Provide qualified Drill shaft Inspector to cover the contractor sequence of installation.
- Geotechnical Engineer reporting, review and certifications needed for additional geotechnical assessments and testing.

2. CEI Fee Schedule:



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

CEI Construction

| AE Engineering Inc. | Hours | Raw Rate | Multiplier | Burden Rate | Cost |
|-----------------------------------|-------|-----------|------------|-------------|----------------|
| CEI Sr. Project Manager | 33 | \$✓ 76.76 | ✓ 2.71 | \$✓ 208.02 | \$✓ 6,864.65 |
| CEI Sr. Project Engineer | 132 | \$✓ 70.97 | 2.71 | \$✓ 192.33 | \$✓ 25,387.39 |
| CEI Project Administrator, Bridge | 600 | \$✓ 48.72 | 2.71 | \$✓ 132.03 | \$✓ 79,218.72 |
| CEI Contract Support Specialist | 600 | \$✓ 35.10 | 2.71 | \$✓ 95.12 | \$✓ 57,072.60 |
| CEI Bridge Inspector (Coatings) | 104 | \$✓ 24.76 | 2.71 | \$✓ 67.10 | \$✓ 6,978.36 |
| CEI Sr. Inspector | 600 | \$✓ 31.45 | 2.71 | \$✓ 85.23 | \$✓ 51,137.70 |
| Not to exceed | | | | | \$✓ 226,659.42 |

| Transsystems Corporation Consultants | Hours | Raw Rate | Multiplier | Burden Rate | Cost |
|--|-------|-----------|------------|-------------|----------------|
| Sr. Structural Engineer | 33 | \$✓ 62.50 | ✓ 2.75 | \$✓ 171.88 | \$✓ 5,671.88 |
| Structural Engineer | 297 | \$✓ 38.46 | 2.75 | \$✓ 105.77 | \$✓ 31,412.21 |
| Sr. Electrical Engineer | 0 | \$✓ 86.28 | 2.75 | \$✓ 237.27 | \$ - |
| Electrical Engineer | 0 | \$✓ 44.25 | 2.75 | \$✓ 121.69 | \$ - |
| Sr. Mechanical Engineer | 347 | \$✓ 70.75 | 2.75 | \$✓ 194.56 | \$✓ 67,513.19 |
| Mechanical Engineer | 0 | \$✓ 51.50 | 2.75 | \$✓ 141.63 | \$ - |
| Transsystems Off site Testing | Hours | Raw Rate | Multiplier | Burden Rate | Cost |
| Inspect Couplers fitment and assemblies at the shop T468 | 16.0 | \$✓ 70.75 | ✓ 2.75 | \$✓ 194.56 | \$✓ 3,113.00 |
| Subtotal | | | | | \$✓ 107,710.28 |
| Not to exceed | | | | | \$✓ 107,710.28 |

| Baker Klein Engineering PL | Hours | Raw Rate | Multiplier | Burden Rate | Cost |
|---|-------|-----------|------------|-------------|---------------|
| Sr. Structural Engineer - Historical Preservation | 33.00 | \$✓ 62.50 | ✓ 3.00 | \$✓ 187.50 | \$✓ 6,187.50 |
| Structural Engineer - Historical Preservation | 40.00 | \$✓ 38.46 | 3.00 | \$✓ 115.38 | \$✓ 4,615.20 |
| Not to exceed | | | | | \$✓ 10,802.70 |

| PSI | Unit Cost | QTY | Cost |
|---|-----------|-----|--------------|
| Lab Testing Services | | | |
| Section 120 - Excavation & Embankment | | | |
| Maximum Density Determination ✓ | \$ 85.00 | 4 | \$✓ 340.00 |
| Classification Tests ✓ | \$ 125.00 | 2 | \$✓ 250.00 |
| Section 160 - Stabilizing | | | |
| Limerock Bearing Ratio Tests ✓ | \$ 285.00 | 2 | \$✓ 570.00 |
| Classification Tests ✓ | \$ 125.00 | 4 | \$✓ 500.00 |
| Section 455- Cast -In-Place Concrete | | | |
| Compressive Strength Concrete ✓ | \$ 135.00 | 30 | \$✓ 4,050.00 |
| Field Testing Services | | | |
| Section 120/125 - Excavation & Embankment | | | |
| Density Testing ✓ | \$ 65.00 | 5 | \$✓ 325.00 |
| Section 400 - Structural Concrete | | | |
| CTQP Qualified Engineer Tech ✓ | \$ 65.00 | 0 | |
| Section 455 - Structures Foundations | | | |
| CTQP Qualified Drill Shaft QC Inspector ✓ | \$ 72.00 | 36 | \$✓ 2,592.00 |
| Professional Engineering Services | | | |
| Professional Engineer ✓ | \$ 115.00 | 6 | \$✓ 690.00 |
| (3.0 multiplier) | | | |
| Not to exceed | | | \$✓ 9,317.00 |

| | |
|----------------------|----------------|
| TOTAL BASIC SERVICES | \$✓ 226,659.42 |
| TOTAL REIMBURSABLES | \$✓ 127,829.98 |

| | |
|-------------|----------------|
| GRAND TOTAL | \$✓ 354,489.40 |
|-------------|----------------|

CERTIFICATION STATEMENTS

Project: Camino Real Road / Boca Club Bridge over the Intracoastal Waterway (CEI)
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).

Roderick Myrick, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Camino Real Road / Boca Club Bridge over Intracoastal Waterway (CED)

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 it presently has no interest and shall acquire no interest which would conflict with performance of services solicited herein, as provided for in Chapter 112, Part III, Florida Statutes, and Section 2-441, et seq., the Palm Beach County Code of Ethics. The CONSULTANT/ANNUAL CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

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.

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.

THIS DISCLOSURE is submitted by Roderick Myrick, P.E., as President, of 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)

(Date)

DISCLOSURE OF OWNERSHIP INTERESTS

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

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

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

1. Affiant appears herein as:
[] an individual *or*
[] the _____ of _____
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: _____

_____.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public
(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Exhibit "C"
Page 1 of 2

Supplement Number 3 Date

Project Name: CEI for Bridge Rehabilitation of Camino Real Road / Boca Club Bri Project Number: 2003501

Prime Vendor: AE Engineering, Inc. Resolution Number

Telephone: 561-632-5185 Resolution Date

Contact: Roderick Myric P.E. Department: Engineering & Public Works

Total Supplement Amount \$354,489.40

| Minority Sub-Consultant | Type of Work Performed | Contract Dollar Amount for Sub-Consultant | | | | | |
|--|---------------------------|---|------------|-----------|-------|------------|-------|
| | | Black | Hispanic | Women | Other | White Male | Pct |
| AE Engineering, Inc. 6440 Southpoint Parkway, Suite 300 Jacksonville, FL 32216 561-632-5185 | MWBE | 0.00 | 226,659.42 | 0.00 | 0.00 | | 63.9% |
| | SBE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.0% |
| Baker Klein Engineering, P.L. 560 Village Blvd., Suite 340 West Palm Beach, FL 33409 561-684-6161 | MWBE | 0.00 | 0.00 | 0.00 | 0.00 | | 0.0% |
| | SBE | 0.00 | 0.00 | 10,802.70 | 0.00 | 0.00 | 3.0% |
| Total MWBE | | 0.00 | 226,659.42 | 0.00 | 0.00 | | 63.9% |
| Percentage | | 0.00% | 63.94% | 0.00% | 0.00% | | |
| Total SBE | | 0.00 | 0.00 | 10,802.70 | 0.00 | 0.00 | 3.0% |
| Percentage | | 0.00% | 0.00% | 3.05% | 0.00% | 0.00% | |

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: CEI for Bridge Rehabilitation of Cami
NAME OF PRIME RESPONDENT/BIDDER: AE Engineering Inc.
CONTACT PERSON: Roderick Myrick, P.E.
SOLICITATION OPENING/SUBMITTAL DATE: 3/6/2019

SOLICITATION/PROJECT/BID No.: 2003501
ADDRESS: 219 N Newnan Street, Second Floor
PHONE NO.: 561-632-5185 E-MAIL: rod@aeengineering
DEPARTMENT: Engineering & Public Works

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS /SUBCONSULTANTS
ON THE PROJECT.**

| Name, Address and Phone Number | (Check all Applicable Categories) | | | DOLLAR AMOUNT OR PERCENTAGE OF WORK | | | | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------|-------|-----------|---------------------------|
| | Non-SBE | M/WBE | SBE | Black | Hispanic | Women | Caucasian | Other (Please Specify) |
| | | Minority/Women Business | Small Business | | | | | |
| 1. AE Engineering Inc. 219 N Newnan Street, 2nd Fl Jacksonville, FL 32202 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 226.6 | | | | |
| 2. Baker Consulting & Engineering LLC. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | 10.80 | | |
| 3. TranSystems 3230 West Commercial Blvd. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | 107.7 | |
| 4. Intertek-PSI 2000 Avenue P #16 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | 9,317 |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |

(Please use additional sheets if necessary)

Total Bid Price \$ **\$354,489.40**

Total

Total SBE - M/WBE Participation **\$10,802.70.**

Note:

1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

Exhibit "C"
Page 2 of 2

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Name of Prime: _____

(Check box(s) that apply)

☐SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____.

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

☐Male ☐Female

☐African-American/Black ☐Asian American ☐Caucasian American
☐Hispanic American ☐Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

| Line Item | Item Description | Unit Price | Qty./Units | Contingencies/ Allowances | Total Price/Percentage |
|-----------|------------------|------------|------------|---------------------------|------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Print name of Prime

Print name of Subcontractor/subconsultant

By: _____
Authorized Signature

By: _____
Authorized Signature

Print name

Print name

Title

Title

Date: _____

Date: _____

Project No:

2003501

Description:

Bridge Rehabilitation

County:

Palm Beach County

2003501 - Camino Real/ Boca Club Bridge Over Intracoastal Waterway (Bridge Rehabilitation)
STRUCTURAL STEEL REPAIRS AND COUPLINGS INSTALLATION

The accepted baseline schedule has incorporated 10 weeks to the bridge closure duration. This 70-day (10 week) contract extension currently places the **BRIDGE OPENING DATE on JUNE 21, 2019.**

| <u>Key Milestones</u> | <u>Current Approved End Date</u> |
|---|----------------------------------|
| Bridge Opening to Traffic Date | Wednesday JUNE 21, 2019 |
| End of Punch list (30 Days after bridge opening date) | Saturday JULY 20, 2019 |
| Contract END DATE (Last day of contract) | Saturday JULY 20, 2019 |



AEENGIN-01

THINESLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/18/2019

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

| | | | | |
|--|--|---|--|--------|
| PRODUCER License # L001729 Waldorff Ins. & Bonding - GAI 45 Eglin Parkway NE Suite 202 Fort Walton Beach, FL 32548 | | CONTACT NAME: PHONE (A/C, No, Ext): (352) 374-7779 FAX (A/C, No): (850) 581-4930 E-MAIL ADDRESS: receptionist2@waldorffinsurance.com | | |
| INSURED AE Engineering, Inc. 219 N. Newnan St., 2nd Floor Jacksonville, FL 32202 | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A : Charter Oak Fire Insurance Co | | 25615 |
| | | INSURER B : Travelers Indemnity Company | | 25658 |
| | | INSURER C : Travelers Casualty and Surety | | 19038 |
| | | INSURER D : | | |
| | | INSURER E : | | |
| INSURER F : | | | | |

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 | | 680-2J533540-18-47 | 4/1/2019 | 4/1/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | BA-2J535060-18-GRP | 4/1/2019 | 4/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | | CUP-2J538584-18-47 | 4/1/2019 | 4/1/2020 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000 |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 | | UB-2J538431-18-47-G | 6/21/2018 | 6/21/2019 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | General Liability | | | 106780066 | 7/31/2018 | 7/31/2019 | |
| C | General Liability | | | 106780066 | 7/31/2018 | 7/31/2019 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 as respects General Liability, Auto Liability and Excess Liability, when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Palm Beach County c/o JDI Data Corporation 100 W Cypress Creek Rd Suite 1052 Fort Lauderdale, FL 33309 | 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 |

ACORD 25 (2016/03)

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