

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$9,873</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$9,873</u></u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<u>X</u>	No	_____	
Does this item include the use of federal funds	Yes	_____	No	<u>X</u>	

Budget Account No: Fund 3950 Dept 411 Unit Q009 Object 6502

B. Recommended Sources of Funds/Summary of Fiscal Impact:

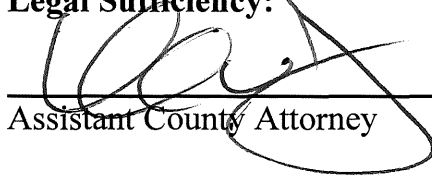
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> 3/29/22 OFMB <u>QA 3-28-22</u> <u>UM</u> <u>3/29</u></p>	<p><u></u> 4/11/22 Contract Development and Control <u>4-11-22 TW</u></p>
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B. Legal Sufficiency:

 4/15/22
 Assistant County Attorney

C. Other Department Review:

 Department Director, Purchasing

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

Attachment 1



3680 Lake Worth Road

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 03/16/2022

REQUESTED BY: Bobby Jagoo

PHONE: 561 233-0271

PROJECT TITLE: 19220 - Homeless Resource Center 2 (HRC2)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A

IST PLANNING NO.:N/A

REQUESTED AMOUNT: \$9,872.90

BCC RESOLUTION#: _____
DATE: _____

CSA or CHANGE ORDER NUMBER: N/A

LOCATION: 3680 Lake Worth Rd. Lake Worth FL 33461

BUILDING NUMBER: N/A

PROJECT/~~W.O.~~ NUMBER: 19220

CONSULTANT/CONTRACTOR: AT&T

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Fee for AT&T to relocate their cable within the area of the proposed right turn lane.

CONSTRUCTION	\$ 9,872.90
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
PERMITS	\$
MISC. (Zoning/Eng. Review fees)	\$
CONTINGENCY	\$
TOTAL	\$ 9,872.90

** By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.*

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3950 DEPT: 411 UNIT: 2009 OBJ: 6502

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)

State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)

Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)

Other (source/type: _____ Amount \$ _____)

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 3/16/2022

ENCUMBRANCE NUMBER: _____

**LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF FIXED COST
GOVERNMENT AGREEMENT**

March 3, 2022

CR #: 214326

Project Number: A0287RX

Customer Name: Palm Beach County Board of Commissioners

Billing Address: 2633 Vista Parkway, West Palm Beach, FL 33411

Contact Name: Marcel Pessoa

Contact email Address: mpessoa@pbcgov.org

Contact Phone Number: (561) 233-0209

Site Location: 3680 Lake Worth Road, Palm Beach County, FL

AT&T has received a request from you to perform the following work:

Relocate cable for turn lane

Estimated Fixed Cost Quote

Expenses	Amount
ENGINEERING LABOR	\$ 1,425.46
MATERIAL COST	\$ 3,181.03
CONSTRUCTION LABOR	\$ 2,546.25
CONTRACTOR COST	\$ 2,720.16
MISC. COST	\$ 0.00
	<hr/>
	Estimated Contract Price \$ 9,872.90
	<i>Less Credits/Payments \$ 0.00</i>
	Total Balance Due \$ 9,872.90

Customer requests that BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") perform the above-described custom work on Customer's behalf. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.

CUSTOM WORK AGREEMENT

CR #: 214326

Project Number: A0287RX

AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on fixed costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.
3. **Price Quote.** The price is guaranteed for 60 days from March 3, 2022 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** Except for personal injury or property damage, AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.
6. **Changes in Scope of Work.** The parties recognize that this is an 'Estimated Cost' contract. If the Customer initiates changes in the scope of the work after AT&T has provided this price quote or after executing this contract, the above price quote and this contract is null and void and a new price estimate must be provided based on the new scope of work. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due To Field Conditions.** In the event there exists a condition in the field that is different from the field conditions that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost or, if applicable, AT&T shall remit any difference paid. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the above price quote was provided.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its converted lines and any cabinets, terminals, or other facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** To the extent permitted by law, both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions, its agents, servants, or employees. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

11. **Miscellaneous.**

- A. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- G. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- H. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- I. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 214326
Project Number: A0287RX
Date Quote Expires: 5/3/2022
AT&T Design Engineer: JOHN NGUYEN- JN4864

ACCEPTED FOR CUSTOMER:

AT&T CWO Manager Contact Information

Authorized Signature

Kimberly Marshall Digitally signed by Kimberly Marshall
Date: 2022.03.10 21:09:24 -06'00'

CWO Manager

Title: Director, Facilities Development & Operations

Phone Number:

Company: Palm Beach County

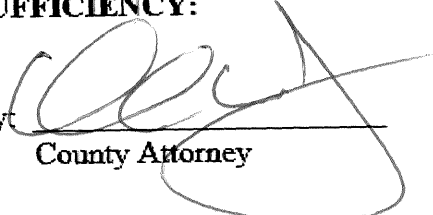
Email Address:

Printed Name: Isami Ayala-Collazo

Date: March 3, 2022

Date:

**APPROVED AS TO LEGAL
SUFFICIENCY:**

By: 

County Attorney

Please send signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186