

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

Meeting Date: August 15, 2006 {X} Consent { } Regular  
{ } Public Hearing { } Workshop

Department:  
 Submitted By: Engineering and Public Works  
 Submitted For: Engineering Services Division

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**Project #1998130** **EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

- A. A \$98,886 Budget Transfer in the Municipal Service Taxing Unit (MSTU) District "B" Fund from Reserves to Dillman Road from Lyons Road west to the end (Project).
- B. A \$62,624 Task to the Annual MSTU Districts A through E Agreement with Keshavarz & Associates, Inc. (KAI) for engineering, surveying, and permitting services for design and construction plans for the Project.

**Summary:** The Budget Transfer will provide funds for the engineering services required for the preparation of plans and specifications for the Dillman Road Improvements (Project). The Task Agreement will allow KAI to provide the engineering, surveying, and permitting services for preparation of design and construction plans for the Project.

**District:** 6 (MSTU "B"). (ME)

**Background and Justification:** In accordance with Board-adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act (CCNA), KAI was selected to perform professional services relative to County needs, and is presently under Agreement with Palm Beach County on an annual contractual basis.

It is necessary to perform engineering, surveying, and permitting services for the preparation of plans and specifications for grading, paving, and drainage for the Project. The Budget Transfer will fund the consultant services on the project.

It is recommended that the Board of County Commissioners approve the attached Budget Transfer and Task Agreement.

- Attachments:**
- 1. Location Map
  - 2. Task Agreement (3)
  - 3. Insurance Certificate
  - 4. Budget Transfer

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Recommended by: Charles Rich 7/11/06 *MLC*  
Division Director Date

Approved by: T. Wells 7/26/06  
County Engineer Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$98,886	-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-
<b>NET FISCAL IMPACT</b>	<b>\$98,886</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE

POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

MSTU District B Fund  
Dillman Rd/Lyons Rd West to End

CSA- Basic Services	\$61,624.00
- Reimbursables	\$ 1,000.00
Consultant Authorization	\$62,624.00
Contingency	\$ 6,262.00
Staff Costs-ROW	\$15,000.00
-Eng Services	\$15,000.00
Fiscal Impact	\$98,886.00

C. Departmental Fiscal Review: R.D. Ward 7/13/06

**III. REVIEW COMMENTS**

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

Jan Dink 7-19-06

OFMB

ADW  
7-19-06

MPD  
7/19/06

MM  
7/18/06

Jim J. Javelle 7/20/06

Contract Dev. and Control

E. Jones 7/20/06

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

Paul F. J. 7/24/06  
Assistant County Attorney

This item complies with current County policies.

**C. Other Department Review:**

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

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

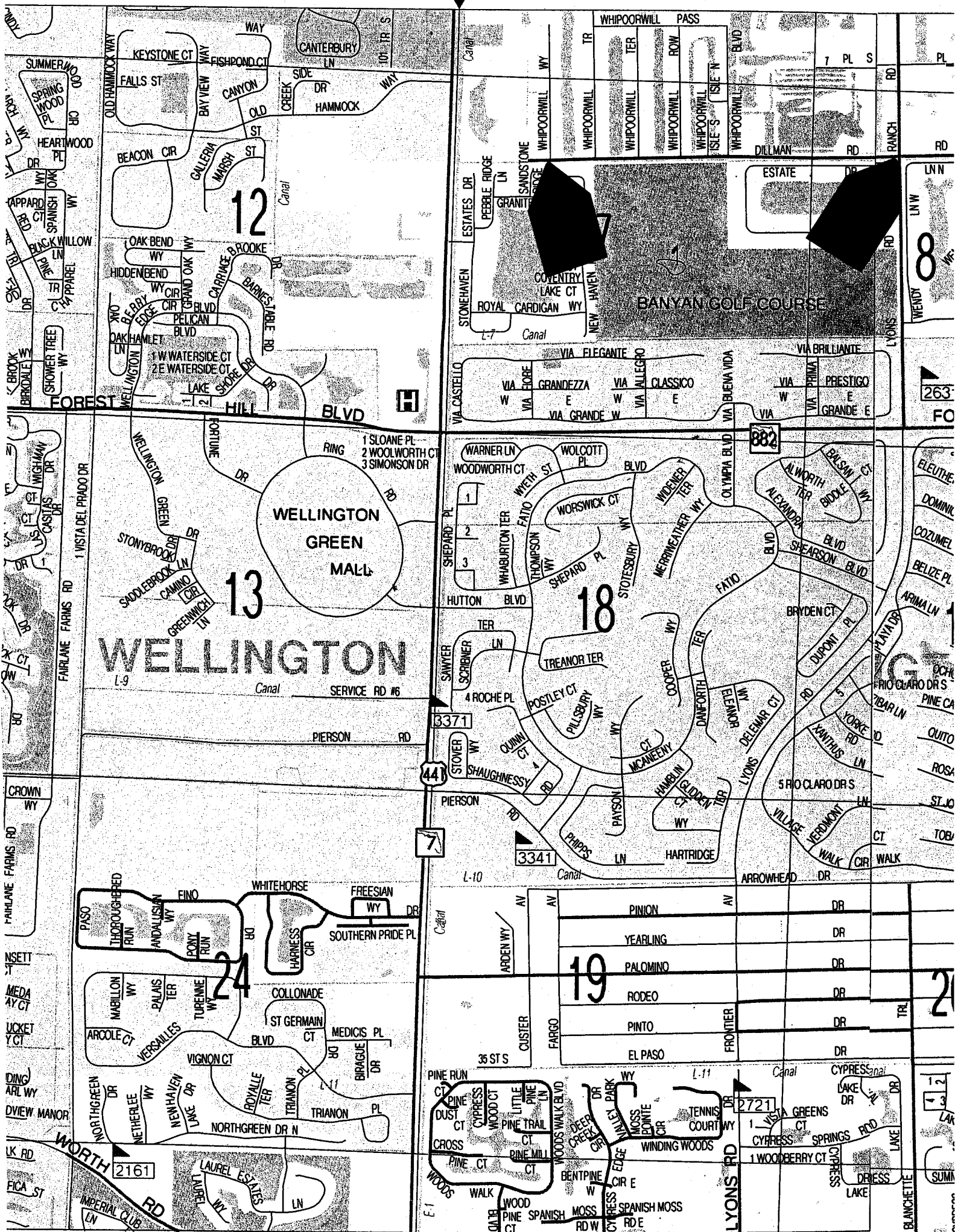
R41

SEE PG 67

R42

L

K



LOCATION MAP

ATTACHMENT 1

**TASK TO ANNUAL AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
KESHAVARZ & ASSOCIATES, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES REQUIRED  
for  
MSTU DISTRICT 'B'  
DILLMAN ROAD EXTENSION REDESIGN  
Whipporwhill Way east to Ranch (Lyons) Road  
Grading, Paving, Drainage Improvements  
PROJECT NO. 1998130  
PALM BEACH COUNTY, FLORIDA**

**THIS TASK TO ANNUAL AGREEMENT**, made and entered into \_\_\_\_\_, by and between Palm Beach County, hereinafter called the **COUNTY**, and **Keshavarz & Associates, Inc.** a Florida Corporation with an address of 711 North Dixie Highway, Suite 201, West Palm Beach, FL 33401, Corporate Tax I.D. #65-0012481, hereinafter called the **CONSULTANT**.

**WITNESSETH**

**WHEREAS**, the **COUNTY** and the **CONSULTANT** entered into an Annual Agreement on February 3, 2004 (R-2004-0191), renewed on February 28, 2006 (R2006-0302), whereby the **CONSULTANT** was retained to furnish certain professional services required for MSTU Districts "A" through "E" on an annual basis. It is now necessary to acquire engineering services for the MSTU District 'B', Dillman Road Extension Redesign from Whipporwhill Way east to Ranch (Lyons) Road, Palm Beach County, Florida (hereinafter called the **PROJECT**); and

**RE: M.S.T.U. DISTRICT 'B' – DILLMAN ROAD EXTENSION REDESIGN**

WHEREAS, the COUNTY now desires the CONSULTANT to perform engineering services for the grading, paving, and permitting for the PROJECT; and

WHEREAS, the following fee has been negotiated and found to be reasonable and just compensation for the professional services to be performed by the CONSULTANT: **Basic Services:** a lump sum fee of \$61,624.00 for engineering and surveying services, plus **Reimbursable Expenses** for anticipated permitting fees in the amount of \$1,000.00, totaling \$62,624.00, as outlined in the proposal dated June 5, 2006 attached hereto as a part of Exhibit 'A'.

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

1. The CONSULTANT agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK".
2. The CONSULTANT agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The CONSULTANT agrees to Small Business/Minority/Women Business Enterprise (SBE/M/WBE) Participation as described in Exhibit "C" of the Agreement.
4. The COUNTY agrees to pay the CONSULTANT a fee of Sixty Two Thousand Six Hundred Twenty Four Dollars.
5. The CONSULTANT agrees to indemnify, defend and hold harmless the COUNTY against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the CONSULTANT.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated February 3, 2004 (R-2004-0191), renewed February 2, 2006 (R-2006-0302), and;

Supplements and Amendments thereto, shall remain in full force and effect.

**RE: M.S.T.U. DISTRICT 'B' - DILLMAN ROAD EXTENSION REDESIGN**

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Agreement 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

BY: \_\_\_\_\_  
Tony Masilotti, Chairman

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

BY: \_\_\_\_\_  
Deputy Clerk

SEAL

APPROVED AS TO TERMS &  
CONDITIONS:

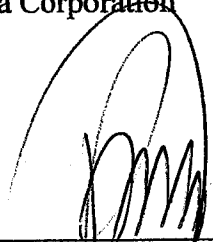
By: Charles Rich  
Engineer

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

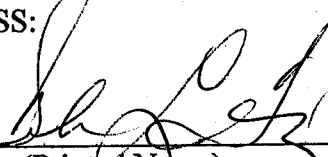
By: \_\_\_\_\_  
County Attorney

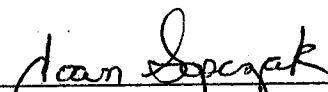
CONSULTANT:

Keshavarz & Associates, Inc.  
a Florida Corporation

BY:   
Maziar Keshavarz, P.E.  
Its President

SEAL

WITNESS:  
By:   
(Printed Name)  
Deborah L. Fulgenzi

By:   
(Printed Name)

**DILLMAN ROAD RE-DESIGN**

**EXHIBIT A**

**SCOPE OF WORK: Grading, Paving and Drainage**

**ENGINEERING:**

- COVER SHEET FOR CONSTRUCTION PLANS
- FIELD TRIPS
- TYPICAL SECTIONS & DETAILS
- SUMMARY OF QUANTITIES/QUANTITY TAKEOFF & COMPUTATIONS
- ROADWAY PLAN & PROFILE (4 SHEETS)
- PLAN AND PROFILE OVERLAY – CANAL RELOCATION AND GUARDRAIL
- CROSS SECTIONS (32 SECTIONS)
- TURN AROUND DESIGN, MEDIAN DETAIL FOR CARD READER
- COST ESTIMATE
- PERMITTING THROUGH LAKE WORTH DRAINAGE DISTRICT (L.W.D.D.)
- MEETINGS (PROGRESS)

**SURVEYING:**

- FIELD LOCATE ALL RELEVANT EXISTING IMPROVEMENTS AT THE TERMINUS OF NEWLY COMPLETED IMPROVEMENTS (BY OTHERS) PLUS A 100 FOOT EASTWARD EXTENSION TOWARDS THE INTERSECTION OF RANCH ROAD;
- FIELD LOCATE IMPROVEMENTS AND EXISTING GROUND ELEVATIONS WITHIN A 64' STRIP OF LAND ON THE NORTH SIDE OF THE RIGHT-OF-WAY FROM STA 43+50 ± TO STA 61+00 ±;
- FIELD ACQUIRE EXISTING SUCTION PIPE INVERT ELEVATIONS ON TWO (2) EXISTING IRRIGATION PUMP HOUSES AT STA 19+00 ± AND 36+00 ±

**REIMBURSABLES:**

- PERMITTING FEES FOR L.W.D.D. ANTICIPATED AT \$1,000.00

**DILLMAN ROAD RE-DESIGN**

**WORK SCHEDULE (Grading, Paving and Drainage)**

**65% COMPLETE: 60 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED.**

**95% COMPLETE: 30 CALENDAR DAYS AFTER RECEIPT OF WRITTEN COMMENTS RECEIVED FROM THE COUNTY REGARDING 65% SUBMITTAL.**

**100% COMPLETE: 30 CALENDAR DAYS AFTER RECEIPT OF WRITTEN COMMENTS RECEIVED FROM THE COUNTY REGARDING 95% SUBMITTAL.**



RE: M.S.T.U. DISTRICT 'B' - DILLMAN ROAD

**EXHIBIT "B"**

**CONSULTANT CERTIFICATION**

**TRUTH-IN-NEGOTIATION STATEMENT**

By entering into this Agreement, the **CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained herein are accurate, complete and current as of the date of this Agreement.

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 noncurrent 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 Agreement, the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bona fide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have 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 other consideration contingent upon or resulting from the award of making of this Agreement.

**PUBLIC ENTITY CRIMES STATEMENT**

As provided in F.S. 287.132-133, by entering this Agreement 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).

**NON-DISCRIMINATION**

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, or sexual orientation.

  
\_\_\_\_\_  
Maziar Keshavari, P.E., President

EXHIBIT C

PARTICIPATION FOR M/WBE CONSULTANTS

PROJECT NAME: DILLMAN ROAD EXTENSION REDESIGN

PROJECT NUMBER: 1998130

NAME OF PRIME CONSULTANT: Keshavarz & Associates, Inc.

TELEPHONE NUMBER: (561) 689-8600

CONTACT PERSON: Maziar Keshavarz, P.E., President

AGREEMENT DATE: February 3, 2004 (R-2004-0191)/Renewed 2/28/06 (R-2006-0302)

DEPARTMENT: Engineering Dept./Engineering Services

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Name, Address and Telephone Number of Minority Consultant	Type and Description of Work to be Performed	Contract Amount				
		SBE	Black	Hispanic	Other	Women
1. Keshavarz & Associates, Inc. 711 N. Dixie Highway, Suite 201 West Palm Beach, FL 33401 Phone: 561-689-8600	Engineering Services	\$ _____	\$ _____	\$ _____	\$ <u>62,624.00</u>	\$ _____
2.		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<b>TOTAL</b>	\$ _____	\$ _____	\$ _____	\$ <u>62,624.00</u>	\$ _____

PRIME CONSULTANT TO COMPLETE:

AMOUNT: \$62,624.00

TOTAL % M/WBE PARTICIPATION: 100 %

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/29/2006

PRODUCER (561)278-0448 FAX (561)278-2391 Weekes & Callaway, Inc. 777 East Atlantic Ave. Ste 300 Delray Beach, FL 33483 Rose McEwen, CIC:KS		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Keshavarz & Associates, Inc. 711 North Dixie Highway Suite #201 West Palm Beach, FL 33401		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Maryland Casualty Company	
		INSURER B: Zenith Insurance Company	
		INSURER C: Illinois Union Insurance Co.	
		INSURER D:	
		INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

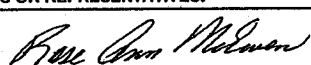
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS39690673	02/09/2006	02/09/2007	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
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS39690673	02/09/2006	02/09/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	PAS39690673	02/09/2006	02/09/2007	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z064779004	07/01/2006	07/01/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER Professional Liability	EON G21641650 004	07/01/2006	07/01/2007	Limit of Liability \$1,000,000 Retention: \$25,000 Retro Date: 1/7/92

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: MSTU Districts A thru E on an Annual Basis. Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are additional insureds for General & Auto Liability only for this project. "Includes prior acts coverage to effective date of the contract."

### CERTIFICATE HOLDER

### CANCELLATION

Palm Beach County Engineering and Public Works Board of County Commissioners PO Box 21229 West Palm Beach, FL 33416-1229	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Rose McEwen, CIC/LAURIE 

2006- 1118

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX062906-1751

FUND MSTU District B

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/29/06	REMAINING BALANCE
<u>DILLMAN RD. // LYONS RD WEST TO END</u>								
3507-365-S142-6505	Design/Eng/Mgmt – CIP Admin	0	0	98,886	0	98,886	0	98,886
<u>RESERVES</u>								
3507-365-9900-9919	Res-St & Drng Improvement	583,405	513,116	<u>0</u>	<u>98,886</u>	414,230		
				98,886	98,886			

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>08/15/06</u>
Engineering & Public Works	<u>R. D. Ward</u>	<u>6/29/06</u>	
Administration / Budget Approval	<u>[Signature]</u>	<u>7-19-06</u>	
OFMB Department – Posted			Deputy Clerk to the Board of County Commissioners

[Handwritten initials] [Handwritten initials]

ATTACHMENT 4