



TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL MEETING AGENDA  
TUESDAY, MAY 21, 2013

*Mayor David Browning (Seat 4)*

*Vice Mayor Ron Jarriel (Seat 1)*

*Councilman Tom Goltzené (Seat 5)*

*Councilman Ryan Liang (Seat 3)*

*Councilman Jim Rockett (Seat 2)*

**TOWN OF LOXAHATCHEE GROVES**  
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## Town of Loxahatchee Groves

### Town Council Meeting

Tuesday, May 21, 2013 at 7:00 p.m.

Loxahatchee Groves Water Control District, 101 West "D" Road

Mayor David Browning (Seat 4)  
 Vice Mayor Ronald D. Jarriel (Seat 1)  
 Councilman Tom Goltzené (Seat 5)  
 Councilman Ryan Liang (Seat 3)  
 Councilman Jim Rockett (Seat 2)

Town Manager Mark Kutney  
 Town Clerk Susan A. Eichhorn  
 Town Attorney Michael D. Cirullo, Jr.

### PUBLIC NOTICE/AGENDA

Tentative  
Subject to Revision

#### 1. OPENING

- a. Call to Order & Roll Call
- b. Pledge of Allegiance & Invocation – Mayor Browning
- c. Approval of Agenda

#### 2. CONSENT AGENDA

- a. Minutes for Approval: May 7, 2013

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***Town Council Agenda***  
***05/21/2013***

**3. PUBLIC COMMENT**

**4. PRESENTATIONS - *None***

**5. COMMITTEE REPORTS - *None***

**6. PUBLIC HEARINGS (Ordinances 2<sup>nd</sup> Reading) – *None***

**7. ORDINANCES (1<sup>st</sup> Reading)**

a. Public Hearing: - *None*

**8. RESOLUTIONS -*None***

**9. ADMINISTRATIVE UPDATE – *Town Manager Kutney***

## **10. OLD BUSINESS**

- a. Pond Siting Update (*Town Manager Kutney*)
- b. Discussion regarding speed humps (*Councilman Rockett*)
- c. Discussion Regarding Cleaning Compton Road Drainage Ditch Prior to Road Being Re-surfaced (*Vice Mayor Jarriel*)
- d. Discussion Regarding Town Newsletter (*Town Manager Mark Kutney*)
- e. Administrative Policy 3-13 (*Councilman Jim Rockett*)
- f. Traffic light at D Road and Okeechobee Blvd. (*Councilman Jim Rockett*)
- g. Traffic light at D Road and Southern Blvd. (*Vice Mayor Ron Jarriel*)

## **11. NEW BUSINESS**

- a. ITB 2013-001 Gravel Road Grading, Mowing, and Vegetative Removal Services – Contract Approvals (three) for Loxahatchee Groves Water Control District (LGWCD):
  - 1. Road Grading and Rock Material
  - 2. Road Repairs
  - 3. Emergency Call Out
- b.. ITB 2013-001 Gravel Road Grading, Mowing, and Vegetative Removal Services – Contract Approval for C & C Loader:

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1. Mowing, Vegetative Removal and Dumping Fees
  - c. RFQ 2013-001 Professional Engineering Services – Ratification of Selected Respondents [General Engineering: Keshavarz & Associates; Land Surveying: A & B Engineering, Inc. Traffic Engineering: Simmons & White, Inc.]

## 12. CLOSING COMMENTS

- a. Public
- b. Town Attorney
- c. Town Council Members

## 13. ADJOURNMENT

*The next Town Council Meeting is scheduled for Tuesday, June 4, 2013 at 7:00 p.m.*

**Comment Cards:** Anyone from the public wishing to address the Town Council must complete a Comment Card before speaking. This must be filled out completely with your full name and address and given to the Town Clerk. During the meeting, before public comments, you may only address the item on the agenda in which is being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.

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**Town Council Agenda**  
**05/21/2013**



2.a. Minute: May 7, 2013

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## Town of Loxahatchee Groves

### Town Council Meeting

Tuesday, May 7, 2013 at 7:00 p.m.

Loxahatchee Groves Water Control District, 101 West "D" Road

Mayor David Browning (Seat 4)  
Vice Mayor Ronald D. Jarriel (Seat 1)  
Councilman Tom Goltzené (Seat 5)  
Councilman Ryan Liang (Seat 3)  
Councilman Jim Rockett (Seat 2)

Town Manager Mark Kutney  
Town Clerk Susan A. Eichhorn  
Town Attorney Michael D. Cirullo, Jr.

## MINUTES

### 1. OPENING

a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 p.m. Present were Vice Mayor Ronald D. Jarriel, and Councilmen Jim Rockett. Councilman Goltzené and Councilman Liang were not in attendance. Also present were Town Manager Mark Kutney, Town Clerk Susan Eichhorn, Town Attorney Michael D. Cirullo, Jr., and Town Planning Technician Braeden Garrett.

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- b. Pledge of Allegiance & Invocation – Mayor Browning
- c. Approval of Agenda

Vice Mayor Jarriel requested the addition of Item d., under Old Business – “County donated parcels of land”.

**Motion: Councilman Rockett made a motion to approve the Agenda, as amended. The motion was seconded by Vice Mayor Jarriel. The motion passed 3/0.**

## **2. CONSENT AGENDA**

- a. Invoice from Goren, Cherof, Doody & Ezrol, P.A.
- b. Minutes for Approval: March 19, 2013; April 2, 2013, April 16, 2013
- c. Amended Administrative Policy 3-13 - Rules of Procedure for Town Council Meetings (Approved through Resolution No. 2013-03, and amended at Town Council Meeting of April 2, 2013).

**Motion: Vice Mayor Jarriel made a motion to approve the Consent Agenda. The motion was seconded Councilman Rockett. The motion passed 3/0.**

## **3. PUBLIC COMMENT**

Mayor Browning called for public comment. There was none.

## **4. PRESENTATIONS**

- a. Presentation by Loxahatchee Groves Elementary School (*Liz McKean. PTO representative*)

Liz McKean, on behalf of the Loxahatchee Groves Elementary School PTO addressed the Mayor and Town Council regarding the Loxahatchee Groves Elementary School carnival on May 18, 2013.

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**Motion: Vice Mayor Jarriel made a motion to donate \$500 to the Loxahatchee Groves Elementary School PTO for the school carnival. The motion was seconded by Councilman Rockett. On roll call, the motion passed 3/0.**

- b. Comprehensive Annual Financial Report (CAFR) (*Terry L. Morton, Jr., CPA, Nowlen, Holt & Miner, P.A.*)

Terry Morton addressed the Town Council and provided a brief report on the CAFR.

- a. Finance Advisory & Audit Committee (FAAC) Report and Approval of the February 2013 Financial Reports – *Committee Member Virginia Standish*

Councilman Rockett noted that the March 2013 Financial Reports were being reported.

FAAC Member Virginia Standish provided a brief report.

**Motion: Councilman Rockett made a motion to approve the March 2013 Financial Reports. The motion was seconded by Jarriel. The motion passed 3/0.**

**6. PUBLIC HEARINGS** (Ordinances 2<sup>nd</sup> Reading) – *None*

**7. ORDINANCES** (1<sup>st</sup> Reading)

- a. Public Hearing: - *None*

**8. RESOLUTIONS** -*None*

**9. ADMINISTRATIVE UPDATE** – *Town Manager Kutney*

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Town Manager Kutney provided information regarding the tentative budget timetable; discussion with FDOT regarding a traffic signal at Southern and D Road; the FDOT pond siting meetings; the presentation by Representative Mark Pafford at the June 4, 2013 Town Council meeting; the RFQ for town engineering services; a town newsletter, and the Land Design South project (Loxahatchee Groves Commons) considered by the Planning and Zoning Board at the April 11, 2013 meeting. Mr. Kutney explained that the item had been tabled at the Planning and Zoning Board meeting, and he would be returning to them to request that it be taken off the table, due to time delays to the developer that would result.

Discussion took place regarding the town newsletter. It was suggested that a post card is sent out to residents to ask if they want a newsletter periodically listing news and what was being accomplished, of whether they wanted to rely on email

**Motion: Councilman Rockett made a motion to direct the town Manager to send out a post card, as discussed, with results provided back to the Town Council. The motion was seconded by Vice Mayor Jarriel. On roll call, the motion carried 3/0.**

## **10. OLD BUSINESS**

- a. Discussion regarding speed humps (*Councilman Rockett*)

Discussion took place regarding which speed table device would be adopted by the Town.

Town Manager Kutney stated that he understood the desire to move quickly. The Town would be taking over the roads from the LGWCD, and one issue with speed humps was the type of hump being utilized and the distance between humps. When the engineer comes on board a study could be done to be sure that we get a recommendation for the future template that the Town would seek to use.

### Public Comment:

Marshall Newell, 3508 C Road: Commented regarding speed bumps, and how they affect her back.

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Penny Riccio 12795 71<sup>st</sup> Place North, in the acreage: Commented on the method and procedure used in paving of various roads, and that speed humps on Orange had cut the accidents down to zero

John Ryan, 3508 A Rd.: Commented regarding how the speed humps were selected by the LGWCD.

b. Discussion Regarding Cleaning Compton Road Drainage Ditch Prior to Road Being Resurfaced (*Vice Mayor Jarriel*)

Vice Mayor Jarriel stated that the drainage ditch on Compton Road needed to be cleaned out before the road is resurfaced. The culverts on Compton and F Road also needed to be replaced.

**Motion: Vice Mayor Jarriel made a motion that after the ITB was finalized, that the lowest bidder is allowed to work on the drainage ditch while the Town was waiting on a contract.**

Town Attorney Cirullo advised that a contract would be ready for the May 21, 2013, Town Council meeting, and staff could also have a notice to proceed on the drainage ditch project that same evening.

**Councilman Rockett seconded the motion for discussion.**

**After further discussion, Vice Mayor Jarriel withdrew his motion and Councilman Rockett withdrew his second.**

Public Comment:

Frank Schiola, 13434 Marcella Blvd.: Provided information on Marcella, Compton and Bryan Roads.

Town Attorney Cirullo noted that Bryan road is different because there was no paperwork or survey. It would be different from Compton and Marcella. It will take some time to put things in place for Bryan Rd.

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Discussion continued regarding right-of-way easements, the need for surveys of the roads, getting a plan in place for road resurfacing, Town Attorney Cirullo stated that staff would present a plan for the Town Council to review at the next meeting.

c. Discussion Regarding Cost To Micro-Resurface Bryan Road, Compton Road, and Marcella Blvd. (*Vice Mayor Jarriel*)

Vice Mayor Jarriel stated that he had looked at some road projects in Jupiter Farms, and that when the Town issued a bid for the roads, two quotes were needed, one for asphalt and one for micro surfacing over the OGEM.

Public Comment:

Jorge Perez, 1544 B Rd: Commented regarding micro surfacing, and suggested that when the ITB was put out for the resurfacing, the drainage work should be included

Vice Mayor Jarriel stated that the drainage needed to be done before the OGEM. He noted that Mr. Perez and the LGWCD had a list of culverts that needed to be fixed, and he suggested that they work together to see where better drainage is needed right now.

d. Palm Beach County donated parcels

Vice Mayor Jarriel commented that Palm Beach County had offered parcels of land in Loxahatchee Groves that were not accepted when Town Manager Spence was here. He suggested that staff work with Marge Herzog on this issue, since she was very familiar with the history of this.

Town Manager Kutney thanked Ms. Herzog for the information that she had provided, and noted that staff had followed up on it, and apparently most of the parcels were still available. He suggested that the staff be given authorization this evening to contact the County to see what was involved.

Public Comment:

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Marge Herzog, A Road: Commented regarding the County owned properties, noting that most of them were easements. The County would like to have the Town take some action to use the property for easements or turn them back to the residents.

Vice Mayor Jarriel stated that he would like to see staff could work with Ms. Herzog regarding this issue.

**Motion: Councilman Rockett made a motion to direct staff to move forward and contact Palm Beach County, and return to the Town Council with a report on related costs. The motion was seconded by Vice Mayor Jarriel. On roll call, the motion passed 3/0.**

## 11. NEW BUSINESS

- a. Invitation to Bid (ITB) No. 2013-001: Gravel Road Grading, Mowing, and Vegetative Removal Services

Town Manager Kutney provided a report on ITB 2013-001. He recommended that contracts are awarded to the low bidders, and that the Town Council direct the Town Manager to provide contracts for approval of the Town Council for the following:

Road grading and Base Rock: Loxahatchee Groves Water Control District (LGWCD)

Road repairs: Loxahatchee Groves Water Control District (LGWCD)

Emergency Call Out: Loxahatchee Groves Water Control District (LGWCD)

Mowing: C & C Loader

**Motion: Councilman Rockett made a motion to accept the recommendation of Town Management to negotiate with the lowest bidders; including waiving bidder deficiencies that were identified. The motion was seconded by Vice Mayor Jarriel. On roll call, the motion carried 3/0.**

Discussion took place regarding a rotational schedule. Town Attorney Cirullo explained that the contractors that were not awarded the bid would be a resource for the Town Manager to use for emergency work. If a contract was terminated, there was a procedure in place for how that would be handled.

Public Comment:

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Penny Riccio, 12795 71<sup>st</sup> Place No., in the acreage, representing Sidhar Trucking, Inc., commented regarding the requirement of the bid, and that some bidders did not follow some of the requirements, such as providing a DVD copy and five printed copies of the proposal.

Town Manager Kutney stated that he believed Ms. Riccio was referring to the fact that the LGWCD did not submit two of the forms that were required.

Town Attorney Cirullo stated that it was the prerogative of the Town Council to waive any deficiencies that had been identified this evening.

Public Comment:

Jorge Perez, 1544 B Road: Commented regarding the bid, and that the lowest bidder should do all of the work. He suggested that the bid specs were vague, and that the bid should be thrown out and started over with something more detailed.

John Ryan, 3508 A Road: Commented that all prospective bidders were invited to a meeting. If there were any questions it should have been brought up them.

Councilman Rockett stated that most of the budget of the LGWCD comes out of the Town's pocket and he was concerned if there was not a backup contractor provided. He also questioned the requirement for road grading twice a month. Town Attorney Cirullo replied that would be clarified and may be worded "up to" twice per month.

## **12. CLOSING COMMENTS**

a. Public

Kevin Gareau, 13650 6<sup>th</sup> Court North: Commented that he had attending the Planning & Zoning Board meeting, and two projects had been presented. Solar Sports (Groves Town Center) were quickly approved because they provided very little information. I think that was unfair and I agree with and concur with management that the tabling of the Simon property engineers (Loxahatchee Groves Commons) caused them undue delay. He also thanked Town Manager Kutney for providing him information regarding the FDOT pond siting conference call line.

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Marge Herzog, 966A Road.: Commented that the list she has for email is a private list that would not be forwarded without the permission of those on it. She suggested that putting a newsletter on the website would be a better idea than sending out a postcard.

Ronny Correll, 3442 C Road: Commented that there was a problem on D road where a spotlight had been installed that blinded people as they were driving past. He suggested that the post is moved to the front, or get some dogs and get rid of the spotlight. He will contact Town Manager Kutney and give him that address.

b. Town Attorney

Town Attorney Cirullo requested a closed door/attorney client session at 5:30 p.m.on May 21, 2013, in the lawsuit: Willie H. Day an Frankie J. Day v Town of Loxahatchee Groves, in the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, Florida, Case No. 50 2012CA014543XXXXMB. The request was being made by the Town's legal counsel, Attorney Michael Burke. F.S. 286.011(8) allows the Mayor, Town Council, and the Town Manager to meet in an Attorney Client Closed Door Session for the purpose of discussing strategy related to litigation.

c. Town Council Members

**Vice Mayor Jarriel:** Thanked Marge Herzog again for all of the information on County properties. Asked Town Management to use her help if she can.

**Councilman Rockett:** Commented that the Town approved a purchase of CERT radio equipment a while ago, and it has never been installed. We have a table top coming up this week, and I would like to direct Town management to install an antenna on the LGWCD building. He asked Town Manager Kutney to see if he can get someone out here before the table top meeting.

Town Manager Kutney replied that CERT had supplied only one provider and the quote to install the equipment required two more verbal quotes. He had asked CERT for more names, and they were having a problem finding suppliers. If the quote was under \$1,000, he could approve the installation.

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Town Attorney Cirullo stated that the Town Council would not be waiving competitive bidding, and could direct the Town Manager to accept the quote under code provisions for disaster preparedness.

**Motion: Councilman Rockett made a motion to authorize Town Manager Kutney to accept the quote provided by CERT for installation of an antenna on the LGWCD building, under the code provisions for disaster preparedness. The motion was seconded by Vice Mayor Jarriel. On roll call, the motion carried 3/0.**

Discussion took place regarding vegetation removal prepping before hurricane season. Frank Schiola provided comments regarding how it had been done in the past. It was the consensus of the Town Council to discuss it at the next Town Council meeting.

### **13. ADJOURNMENT**

There being no further business, the Town Council meeting of May 7, 2013, was adjourned at 9:50 p.m.

**These minutes were approved at the May 21, 2013, Town Council meeting.**

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**Susan Eichhorn**  
**Town Clerk**

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**David Browning**  
**Mayor**

**(SEAL)**

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***Town Council Meeting Minutes***  
***05/07/2013***



10. a. Pond Siting Update  
( Town Manager Kutney )



Stantec No.: 216700072  
 FPID: 41934522201  
 Description: Final Design SR 80: West Lion Country Safari Rd. to Forest Hill/Crestwood Blvd.  
 Date: 5/8/2013  
 Reviewed By: FDOT District 4 Pond Siting Team (Approved 5/8/2013)  
 Discipline: R/W, Environment, Legal, Roadway, Maintenance, Drainage, Construction

Drainage System 4  
 (sub-basins 4A-1 to 4A-6)

**POND SITING MATRIX  
 (Final Design)**

Line	Weight of Factor	Factor	Score		Weighted Score		Score		Weighted Score		Score		Weighted Score		
			1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10		
		Alternative Number (Pond ID)	3B-2		3C-1		3C-2		3C-3						
	Design	Brief Description of Alternative	Pond will satisfy System 4		Pond will satisfy System 4		Pond will satisfy System 4		Pond will satisfy System 4						
	Weight of Factor	Parcel Number	00404322000007020		00404326010020080		00404326010020090		00404326010020140						
	(1-10)	Parcel Size (Acres)	3.1	Acres	3.1	Acres	3.1	Acres	1.1	Acres					
1	6	R/W & Legal FDOT	Zoning (Right of Way)	9	54	7	42	7	42	7	42				
2	7	R/W & Legal FDOT	Land Use	9	63	7	49	7	49	7	49				
3	10	R/W & Legal FDOT	Right of Way Costs	8	80	8	80	8	80	8	80				
4	10	Drainage FDOT/C3TS	Drainage Considerations	4	40	6	60	7	70	7	70				
5	5	Drainage FDOT/C3TS	Flood Zone SFWMD C-51 Basin	5	25	5	25	5	25	5	25				
6	7	PL&EM FDOT/C3TS	Contamination and Hazardous Materials	3	21	9	63	9	63	9	63				
7	8	Roadway FDOT/C3TS	Utilities	8	64	9	72	8	64	9	72				
8	8	PL&EM FDOT/C3TS	Threatened and Endangered Species and Associated Costs	7	56	4	32	4	32	3	24				
9	8	PL&EM FDOT/C3TS	Wetlands and Protected Uplands and Associated Costs	7	56	4	32	4	32	3	24				
10	9	PL&EM FDOT/C3TS	Cultural Resources Involvement and Associated Costs	10	90	10	90	10	90	10	90				
11	8	PL&EM FDOT/C3TS	Section 4(f)	10	80	10	80	10	80	10	80				
12	10	Drainage FDOT/C3TS	Public Wellfield	4	40	6	60	6	60	5	50				
13	7	Construction FDOT	Construction	7	49	8	56	10	70	7	49				
14	9	Maintenance FDOT	Maintenance	6	54	5	45	6	54	7	63				
15	2	Roadway FDOT/C3TS	Aesthetics	7	14	8	16	8	16	8	16				
16	9	Roadway FDOT/C3TS	Public Opinion and Adjacent Residency Concerns	1	9	6	54	6	54	6	54				
17	2	Drainage FDOT/C3TS	Other: CERP	5	10	5	10	5	10	5	10				
			Comments												
			Score	805		866		891		861					
			Ranking	5		3		2		4					

Comments: scores are given from 1 to 10. More points means better or more desired alternative  
 Weight of Factor determined by consensus of pond siting team

**FINAL**



Stantec No.: 216700072  
 FPID: 41934522201  
 Description: Final Design SR 80: West Lion Country Safari Rd. to Forest Hill/Crestwood Blvd  
 Date: 5/8/2013  
 Reviewed By: FDOT District 4 Pond Siting Team (Approved 5/8/2013)  
 Discipline: R/W, Environment, Legal, Roadway, Maintenance, Drainage, Construction

Drainage System 4  
 (sub-basins 4A-1 to 4A-6)

Sheet 2 of 2

**POND SITING MATRIX  
 (Final Design)**

Line	Weight of Factor	Factor	Score		Weighted Score		Score		Weighted Score		
			1-10	1-10	1-10	1-10	1-10	1-10			
		Alternative Number (Pond ID)	4-1		4-2		4-3				
	Design	Brief Description of Alternative	Pond will satisfy System 4		Pond will satisfy System 4		Pond will satisfy System 4				
	Weight of Factor (1-10)	Department responsible for primary scoring	Parcel Number		Parcel Number		Parcel Number				
			00404326010010090		00404326010010120		00404336000003020				
			Parcel Size (Acres)		Parcel Size (Acres)		Parcel Size (Acres)				
			3.8 Acres		3.8 Acres		3.8 Acres				
1	6	R/W & Legal FDOT	Zoning (Right of Way)	7	42	7	42	5	30		
2	7	R/W & Legal FDOT	Land Use	7	49	7	49	1	7		
3	10	R/W & Legal FDOT	Right of Way Costs	8	80	3	30	1	10		
4	10	Drainage FDOT/C3TS	Drainage Considerations	9	90	6	60	5	50		
5	5	Drainage FDOT/C3TS	Flood Zone SFWMD C-51 Basin	5	25	5	25	5	25		
6	7	PL&EM FDOT/C3TS	Contamination and Hazardous Materials	9	63	7	49	6	42		
7	8	Roadway FDOT/C3TS	Utilities	9	72	8	64	9	72		
8	8	PL&EM FDOT/C3TS	Threatened and Endangered Species and Associated Costs	6	48	7	56	9	72		
9	8	PL&EM FDOT/C3TS	Wetlands and Protected Uplands and Associated Costs	6	48	7	56	9	72		
10	9	PL&EM FDOT/C3TS	Cultural Resources Involvement and Associated Costs	10	90	10	90	10	90		
11	8	PL&EM FDOT/C3TS	Section 4(f)	10	80	10	80	10	80		
12	10	Drainage FDOT/C3TS	Public Wellfield	5	50	4	40	5	50		
13	7	Construction FDOT	Construction	10	70	8	56	7	49		
14	9	Maintenance FDOT	Maintenance	6	54	5	45	6	54		
15	2	Roadway FDOT/C3TS	Aesthetics	9	18	7	14	8	16		
16	9	Roadway FDOT/C3TS	Public Opinion and Adjacent Residency Concerns	6	54	1	9	7	63		
17	2	Drainage FDOT/C3TS	Other: CERP	5	10	5	10	5	10		
			Comments								
			Score	943		775		792			
			Ranking	1		7		6			

Comments: scores are given from 1 to 10. More points means better or more desired alternative  
 Weight of Factor determined by consensus of pond siting team

**FINAL**



Stantec No.: 216700072  
 FPID: 41934522201  
 Description: Final Design SR 80: West Lion Country Safari Rd. to Forest Hill/Crestwood Blvd.  
 Date: 5/8/2013  
 Reviewed By: FDOT District 4 Pond Siting Team (Approved 5/8/2013)  
 Discipline: R/W, Environment, Legal, Roadway, Maintenance, Drainage, Construction

Drainage System 5  
 (sub-basins 5A to 5C-2)

**POND SITING MATRIX  
 (Final Design)**

Line	Weight of Factor	Factor	Score		Weighted Score		Score		Weighted Score		Score		Weighted Score	
			1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10	
		Alternative Number (Pond ID)	5AB-1		5AB-2-R1		5AB-3		5AB-4		5C-1			
	Design	Brief Description of Alternative	Pond will satisfy System 5		Pond will satisfy System 5		Pond will satisfy System 5		Pond will satisfy System 5		Pond will satisfy System 5		Pond will satisfy System 5	
	Weight of Factor (1-10)	Parcel Number	00404336000002010		00404336000002030		00404336000002060		00404336000002070		41404336000001000			
		Parcel Size (Acres)	2.9	Acres	2.9	Acres	2.9	Acres	2.9	Acres	3.4	Acres		
1	6	R/W & Legal FDOT	Zoning (Right of Way)	5	30	3	18	5	30	5	30	5	30	
2	7	R/W & Legal FDOT	Land Use	6	42	2	14	6	42	6	42	5	35	
3	10	R/W & Legal FDOT	Right of Way Costs	6	60	3	30	6	60	6	60	6	60	
4	10	Drainage FDOT/C3TS	Drainage Considerations	7	70	7	70	7	70	7	70	6	60	
5	5	Drainage FDOT/C3TS	Flood Zone SFWMD C-51 Basin	5	25	5	25	5	25	5	25	5	25	
6	7	PL&EM FDOT/C3TS	Contamination and Hazardous Materials	9	63	2	14	2	14	2	14	6	42	
7	8	Roadway FDOT/C3TS	Utilities	9	72	9	72	5	40	5	40	9	72	
8	8	PL&EM FDOT/C3TS	Threatened and Endangered Species and Associated Costs	9	72	9	72	4	32	6	48	3	24	
9	8	PL&EM FDOT/C3TS	Wetlands and Protected Uplands and Associated Costs	9	72	9	72	4	32	6	48	3	24	
10	9	PL&EM FDOT/C3TS	Cultural Resources Involvement and Associated Costs	10	90	5	45	2	18	2	18	1	9	
11	8	PL&EM FDOT/C3TS	Section 4(f)	10	80	5	40	2	16	2	16	1	8	
12	10	Drainage FDOT/C3TS	Public Wellfield	5	50	5	50	5	50	6	60	5	50	
13	7	Construction FDOT	Construction	8	56	3	21	10	70	10	70	7	49	
14	9	Maintenance FDOT	Maintenance	5	45	6	54	5	45	5	45	6	54	
15	2	Roadway FDOT/C3TS	Aesthetics	8	16	9	18	7	14	7	14	9	18	
16	9	Roadway FDOT/C3TS	Public Opinion and Adjacent Residency Concerns	6	54	9	81	6	54	6	54	8	72	
17	2	Drainage FDOT/C3TS	Other: CERP	5	10	5	10	5	10	5	10	5	10	
			Comments											
			Score	907		706		622		664		642		
			Ranking	1		2		5		3		4		

Comments: scores are given from 1 to 10. More points means better or more desired alternative  
 Weight of Factor determined by consensus of pond siting team

**FINAL**



Stantec No.: 216700072  
 FPID: 41934522201  
 Description: Final Design SR 80: West Lion Country Safari Rd. to Forest Hill/Crestwood Blvd.  
 Date: 5/8/2013  
 Reviewed By: FDOT District 4 Pond Siting Team (Approved 5/8/2013)  
 Discipline: R/W, Environment, Legal, Roadway, Maintenance, Drainage, Construction

Drainage System 6  
 (sub-basins 5C-3 to 6A-4)

**POND SITING MATRIX  
 (Final Design)**

Line	Weight of Factor	Factor	Score		Score		Score		Score		
			1-10	Weighted Score	1-10	Weighted Score	1-10	Weighted Score	1-10	Weighted Score	
		Alternative Number (Pond ID)	5C-2		5C-3		5C-5		5C-JU1		
	Design	Department responsible for primary scoring	Pond will satisfy System 6		Pond will satisfy System 6		Pond will satisfy System 6		Joint Use Pond with Town of Loxahatchee		
	Weight of Factor		Parcel Number	41414317018010010		41414317018020020		41414317018030010		41414317018020010	
	( 1-10 )		Parcel Size (Acres)	3.4	Acres	3.4	Acres	3.4	Acres	3.5	Acres
1	6	R/W & Legal FDOT	Zoning (Right of Way)	5	30	5	30	3	18	7	42
2	7	R/W & Legal FDOT	Land Use	5	35	5	35	2	14	7	49
3	10	R/W & Legal FDOT	Right of Way Costs	3	30	3	30	1	10	9	90
4	10	Drainage FDOT/C3TS	Drainage Considerations	8	80	7	70	6	60	4	40
5	5	Drainage FDOT/C3TS	Flood Zone SFWMD C-51 Basin	5	25	5	25	5	25	5	25
6	7	PL&EM FDOT/C3TS	Contamination and Hazardous Materials	4	28	4	28	6	42	9	63
7	8	Roadway FDOT/C3TS	Utilities	9	72	9	72	9	72	5	40
8	8	PL&EM FDOT/C3TS	Threatened and Endangered Species and Associated Costs	3	24	9	72	9	72	2	16
9	8	PL&EM FDOT/C3TS	Wetlands and Protected Uplands and Associated Costs	3	24	9	72	9	72	2	16
10	9	PL&EM FDOT/C3TS	Cultural Resources Involvement and Associated Costs	10	90	10	90	10	90	6	54
11	8	PL&EM FDOT/C3TS	Section 4(f)	10	80	10	80	10	80	6	48
12	10	Drainage FDOT/C3TS	Public Wellfield	6	60	6	60	6	60	6	60
13	7	Construction FDOT	Construction	10	70	9	63	9	63	2	14
14	9	Maintenance FDOT	Maintenance	6	54	5	45	4	36	4	36
15	2	Roadway FDOT/C3TS	Aesthetics	9	18	8	16	9	18	8	16
16	9	Roadway FDOT/C3TS	Public Opinion and Adjacent Residency Concerns	6	54	6	54	6	54	9	81
17	2	Drainage FDOT/C3TS	Other: CERP	5	10	5	10	5	10	5	10
			Comments								
			Score	784		852		796		700	
			Ranking	3		1		2		10	

Comments: scores are given from 1 to 10. More points means better or more desired alternative  
 Weight of Factor determined by consensus of pond siting team

**FINAL**



Stantec No.: 216700072  
 FPID: 41934522201  
 Description: Final Design SR 80: West Lion Country Safari Rd. to Forest Hill/Crestwood Blvd.  
 Date: 5/8/2013  
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 Discipline: R/W, Environment, Legal, Roadway, Maintenance, Drainage, Construction

Drainage System 6  
 (sub-basins 5C-3 to 6A-4)

**POND SITING MATRIX  
 (Final Design)**

Line	Weight of Factor	Factor	Score		Score		Score		Score		
			1-10	Weighted Score	1-10	Weighted Score	1-10	Weighted Score	1-10	Weighted Score	
		Alternative Number (Pond ID)	5C-JU2		6AB-1		6AB-2		6AB-3		
	Design	Department responsible for primary scoring	Brief Description of Alternative		Joint Use Pond with Town of Loxahatchee		Pond will satisfy System 6		Pond will satisfy System 6		
	Weight of Factor		Parcel Number		41414317018030010		41414317018040030		41414317018050010		
	( 1-10 )		Parcel Size (Acres)		3.5 Acres		3 Acres		3 Acres		
1	6	R/W & Legal FDOT	Zoning (Right of Way)	7	42	3	18	3	18	3	18
2	7	R/W & Legal FDOT	Land Use	7	49	2	14	2	14	2	14
3	10	R/W & Legal FDOT	Right of Way Costs	9	90	1	10	1	10	1	10
4	10	Drainage FDOT/C3TS	Drainage Considerations	4	40	8	80	9	90	8	80
5	5	Drainage FDOT/C3TS	Flood Zone SFWMD C-51 Basin	5	25	5	25	5	25	5	25
6	7	PL&EM FDOT/C3TS	Contamination and Hazardous Materials	9	63	6	42	6	42	9	63
7	8	Roadway FDOT/C3TS	Utilities	6	48	8	64	8	64	8	64
8	8	PL&EM FDOT/C3TS	Threatened and Endangered Species and Associated Costs	2	16	9	72	9	72	3	24
9	8	PL&EM FDOT/C3TS	Wetlands and Protected Uplands and Associated Costs	2	16	9	72	9	72	3	24
10	9	PL&EM FDOT/C3TS	Cultural Resources Involvement and Associated Costs	6	54	8	72	10	90	10	90
11	8	PL&EM FDOT/C3TS	Section 4(f)	6	48	8	64	10	80	10	80
12	10	Drainage FDOT/C3TS	Public Wellfield	6	60	6	60	6	60	6	60
13	7	Construction FDOT	Construction	3	21	9	63	10	70	9	63
14	9	Maintenance FDOT	Maintenance	5	45	6	54	4	36	4	36
15	2	Roadway FDOT/C3TS	Aesthetics	8	16	8	16	8	16	9	18
16	9	Roadway FDOT/C3TS	Public Opinion and Adjacent Residency Concerns	9	81	1	9	1	9	1	9
17	2	Drainage FDOT/C3TS	Other: CERP	5	10	5	10	5	10	5	10
			Comments								
			Score	724		745		778		688	
			Ranking	9		7		4		11	

Comments: scores are given from 1 to 10. More points means better or more desired alternative  
 Weight of Factor determined by consensus of pond siting team

**FINAL**



Stantec No.: 216700072  
 FPID: 41934522201  
 Description: Final Design SR 80: West Lion Country Safari Rd. to Forest Hill/Crestwood Blvd.  
 Date: 5/8/2013  
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 Discipline: R/W, Environment, Legal, Roadway, Maintenance, Drainage, Construction

Drainage System 6  
 (sub-basins 5C-3 to 6A-4)

**POND SITING MATRIX  
 (Final Design)**

Line	Weight of Factor	Factor	6AB-JU1		6AB-JU2		6AB-JU3	
			Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
	1-10	Alternative Number (Pond ID)	6AB-JU1		6AB-JU2		6AB-JU3	
	Design Weight of Factor (1-10)	Department responsible for primary scoring	Brief Description of Alternative		Joint Use Pond with Town of Loxahatchee		Joint Use Pond with Town of Loxahatchee	
			Parcel Number		41414317018060010		41414332050000010	
			Parcel Size (Acres)		2.7 Acres		3.5 Acres	
1	6	R/W & Legal FDOT	Zoning (Right of Way)		4	24	7	42
2	7	R/W & Legal FDOT	Land Use		5	35	9	63
3	10	R/W & Legal FDOT	Right of Way Costs		6	60	6	60
4	10	Drainage FDOT/C3TS	Drainage Considerations		4	40	3	30
5	5	Drainage FDOT/C3TS	Flood Zone SFWMD C-51 Basin		5	25	5	25
6	7	PL&EM FDOT/C3TS	Contamination and Hazardous Materials		6	42	6	42
7	8	Roadway FDOT/C3TS	Utilities		7	56	7	56
8	8	PL&EM FDOT/C3TS	Threatened and Endangered Species and Associated Costs		9	72	4	32
9	8	PL&EM FDOT/C3TS	Wetlands and Protected Uplands and Associated Costs		9	72	4	32
10	9	PL&EM FDOT/C3TS	Cultural Resources Involvement and Associated Costs		6	54	6	54
11	8	PL&EM FDOT/C3TS	Section 4(f)		6	48	6	48
12	10	Drainage FDOT/C3TS	Public Wellfield		6	60	6	60
13	7	Construction FDOT	Construction		1	7	4	28
14	9	Maintenance FDOT	Maintenance		4	36	6	54
15	2	Roadway FDOT/C3TS	Aesthetics		8	16	9	18
16	9	Roadway FDOT/C3TS	Public Opinion and Adjacent Residency Concerns		10	90	9	81
17	2	Drainage FDOT/C3TS	Other: CERP		5	10	5	10
Comments								
			Score	747	735		752	
			Ranking	6	8		5	

Comments: scores are given from 1 to 10. More points means better or more desired alternative  
 Weight of Factor determined by consensus of pond siting team

**FINAL**



Stantec No.: 216700072  
 FPID: 41934522201  
 Description: Final Design SR 80: West Lion Country Safari Rd. to Forest Hill/Crestwood Blvd.  
 Date: 5/8/2013  
 Reviewed By: FDOT District 4 Pond Siting Team (Approved 5/8/2013)  
 Discipline: R/W, Environment, Legal, Roadway, Maintenance, Drainage, Construction

Drainage System 7  
 (sub-basins 7A-1 to 7A-4)

**POND SITING MATRIX  
 (Final Design)**

Line	Weight of Factor	Factor	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
			1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10	1-10
			7AB-1	7AB-2	7AB-3	7AB-JU1	7AB-JU2-R1					
			Pond will satisfy System 7									
			41414317019080160	41414332010002100	41414332020002160	41414332040000040	41414332040000030					
			1 Acres	1 Acres	1 Acres	1 Acres	1.4 Acres					
	1-10	Alternative Number (Pond ID)										
	Design	Brief Description of Alternative										
	Weight of Factor (1-10)	Department responsible for primary scoring										
		Parcel Number										
		Parcel Size (Acres)										
1	6	R/W & Legal FDOT Zoning (Right of Way)	7	42	6	36	2	12	7	42	7	42
2	7	R/W & Legal FDOT Land Use	9	63	6	42	2	14	7	49	7	49
3	10	R/W & Legal FDOT Right of Way Costs	6	60	4	40	1	10	7	70	6	60
4	10	Drainage FDOT/C3TS Drainage Considerations	4	40	8	80	9	90	5	50	4	40
5	5	Drainage FDOT/C3TS Flood Zone SFWMD C-51 Basin	5	25	5	25	5	25	5	25	5	25
6	7	PL&EM FDOT/C3TS Contamination and Hazardous Materials	2	14	8	56	8	56	6	42	8	56
7	8	Roadway FDOT/C3TS Utilities	7	56	9	72	8	64	9	72	3	24
8	8	PL&EM FDOT/C3TS Threatened and Endangered Species and Associated Costs	6	48	8	64	5	40	7	56	2	16
9	8	PL&EM FDOT/C3TS Wetlands and Protected Uplands and Associated Costs	6	48	8	64	5	40	7	56	2	16
10	9	PL&EM FDOT/C3TS Cultural Resources Involvement and Associated Costs	2	18	10	90	6	54	6	54	6	54
11	8	PL&EM FDOT/C3TS Section 4(f)	2	16	10	80	6	48	6	48	6	48
12	10	Drainage FDOT/C3TS Public Wellfield	5	50	5	50	5	50	5	50	6	60
13	7	Construction FDOT Construction	5	35	9	63	10	70	5	35	2	14
14	9	Maintenance FDOT Maintenance	6	54	5	45	6	54	6	54	4	36
15	2	Roadway FDOT/C3TS Aesthetics	7	14	9	18	9	18	9	18	8	16
16	9	Roadway FDOT/C3TS Public Opinion and Adjacent Residency Concerns	7	63	6	54	9	81	10	90	10	90
17	2	Drainage FDOT/C3TS Other: CERP	5	10	5	10	5	10	5	10	5	10
Comments												
			Score	656	889	736	821	656				
			Ranking	4	1	3	2	4				

Comments: scores are given from 1 to 10. More points means better or more desired alternative  
 Weight of Factor determined by consensus of pond siting team

**FINAL**



Stantec No.: 216700072  
 FPID: 41934522201  
 Description: Final Design SR 80: West Lion Country Safari Rd. to Forest Hill/Crestwood Blvd.  
 Date: 5/8/2013  
 Reviewed By: FDOT District 4 Pond Siting Team (Approved 5/8/2013)  
 Discipline: R/W, Environment, Legal, Roadway, Maintenance, Drainage, Construction

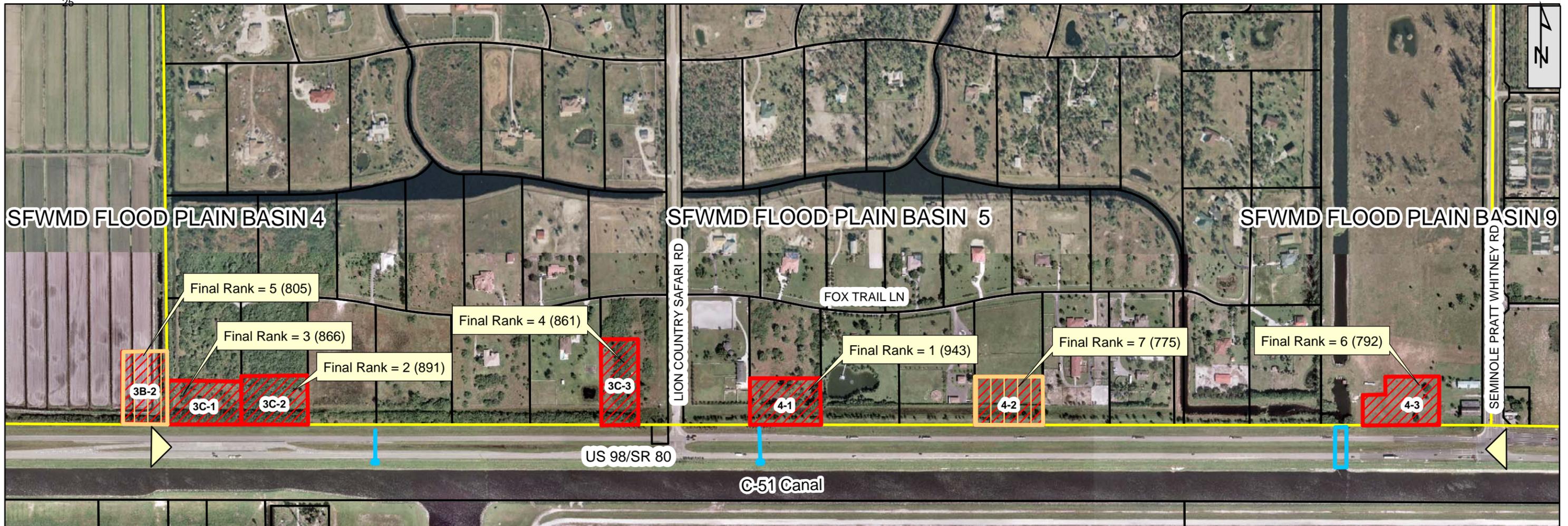
Drainage System 8  
 (sub-basins 8A to 8AC)

**POND SITING MATRIX  
 (Final Design)**

Line	Weight of Factor	Factor	8AE-1		8AE-2		8AE-3		8AE-JU1		8AE-JU2	
			Score	Weighted Score								
	1-10	Alternative Number (Pond ID)	8AE-1		8AE-2		8AE-3		8AE-JU1		8AE-JU2	
	Design	Brief Description of Alternative	Pond will satisfy System 8									
	Weight of Factor (1-10)	Parcel Number	41414317019050050		41414317019050020		00414317019040040		41414317019050030		41414317019050050	
		Parcel Size (Acres)	3.1	Acres								
1	6	R/W & Legal FDOT Zoning (Right of Way)	2	12	6	36	5	30	7	42	7	42
2	7	R/W & Legal FDOT Land Use	2	14	6	42	2	14	7	49	7	49
3	10	R/W & Legal FDOT Right of Way Costs	1	10	4	40	5	50	10	100	7	70
4	10	Drainage FDOT/C3TS Drainage Considerations	8	80	8	80	8	80	4	40	6	60
5	5	Drainage FDOT/C3TS Flood Zone SFWMD C-51 Basin	5	25	5	25	5	25	5	25	5	25
6	7	PL&EM FDOT/C3TS Contamination and Hazardous Materials	6	42	2	14	6	42	6	42	4	28
7	8	Roadway FDOT/C3TS Utilities	5	40	6	48	9	72	8	64	9	72
8	8	PL&EM FDOT/C3TS Threatened and Endangered Species and Associated Costs	7	56	9	72	7	56	8	64	6	48
9	8	PL&EM FDOT/C3TS Wetlands and Protected Uplands and Associated Costs	7	56	9	72	7	56	8	64	6	48
10	9	PL&EM FDOT/C3TS Cultural Resources Involvement and Associated Costs	10	90	10	90	10	90	6	54	8	72
11	8	PL&EM FDOT/C3TS Section 4(f)	10	80	10	80	10	80	6	48	8	64
12	10	Drainage FDOT/C3TS Public Wellfield	5	50	5	50	5	50	6	60	6	60
13	7	Construction FDOT Construction	8	56	10	70	9	63	2	14	3	21
14	9	Maintenance FDOT Maintenance	5	45	6	54	7	63	5	45	6	54
15	2	Roadway FDOT/C3TS Aesthetics	5	10	6	12	8	16	8	16	8	16
16	9	Roadway FDOT/C3TS Public Opinion and Adjacent Residency Concerns	1	9	3	27	7	63	9	81	6	54
17	2	Drainage FDOT/C3TS Other: CERP	5	10	5	10	5	10	5	10	5	10
		Comments										
		Score	685		822		860		818		793	
		Ranking	5		2		1		3		4	

Comments: scores are given from 1 to 10. More points means better or more desired alternative  
 Weight of Factor determined by consensus of pond siting team

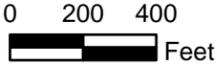
**FINAL**



**FINAL DRAFT  
NOT FOR CONSTRUCTION**

**LEGEND**

- SR80 Potential Pond Site
- SR80 Opposed RW Acq
- SR80 Willing Sellers
- C51 FloodPlain
- Palm Beach Parcel
- Private Well 2007 FDOH
- Existing Outfalls
- System Limits
- Final Rank = # (Score)

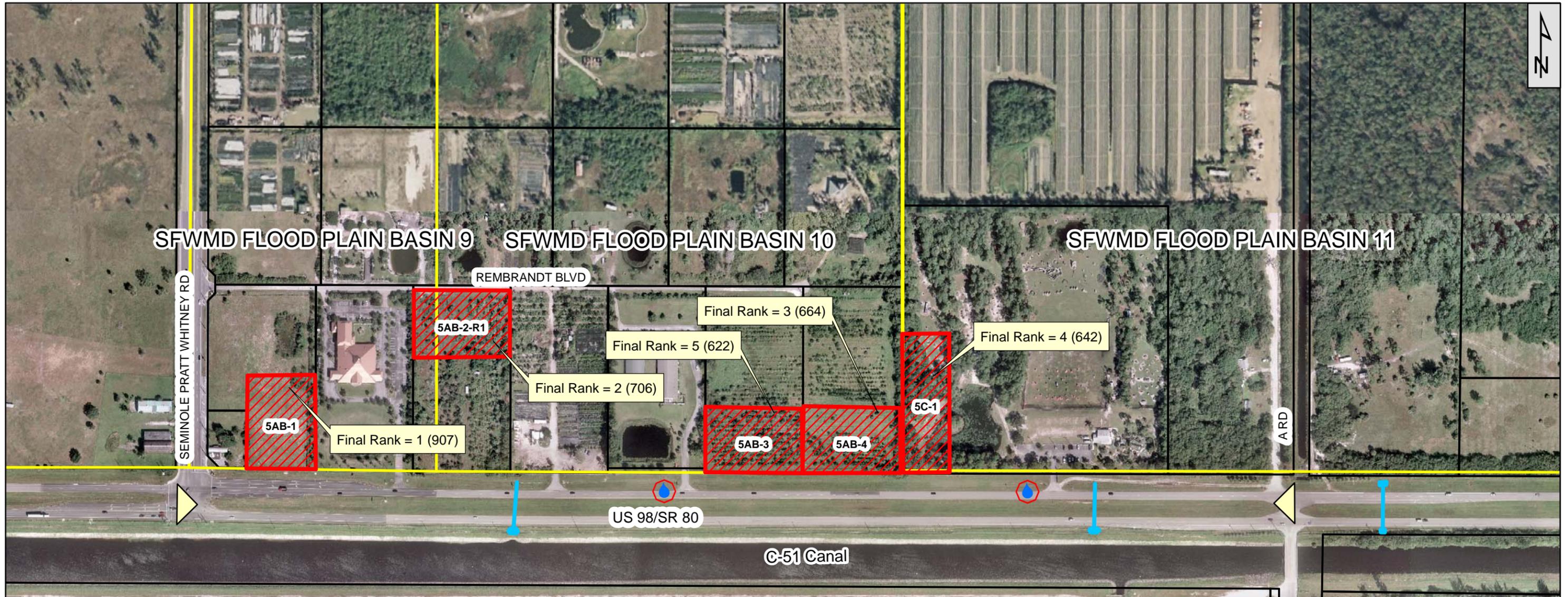


**REVIEWER NOTES**

Date	Reviewer	Discipline	Pond ID	Comment

Pond ID	Basin	Pond Size AC	Parcel ID	Comment
3B-2	4A-1	2.0	00404322000007020	Owner opposed to R/W acquisition. Partial Parcel
3C-1	4A-1	2.0	00404326010020080	Partial Parcel
3C-2	4A-1	2.0	00404326010020090	Partial Parcel
3C-3	4A-1	2.0	00404326010020140	Partial Parcel
4-1	4A-2	2.0	00404326010010090	R/W Dept. needs to evaluate if complete parcel acquisition is preferred.
4-2	4A-3	2.0	00404326010010120	Owner opposed to R/W acquisition. R/W Dept. needs to evaluate if complete parcel acquisition is preferred.
4-3	4A-5	2.0	00404336000003020	Partial Parcel. Owner is considering parcel for development and would prefer pond site at a different part of the parcel.

**NOTE: POND SIZES SUBJECT TO REVISIONS**



**FINAL DRAFT  
NOT FOR CONSTRUCTION**



**REVIEWER NOTES**

Date	Reviewer	Discipline	Pond ID	Comment

**LEGEND**

- SR80 Potential Pond Site
- Palm Beach Parcel
- SR80 Opposed RW Acq
- Private Well 2007 FDOH
- SR80 Willing Sellers
- Existing Outfalls
- C51 FloodPlain
- System Limits
- Final Rank = # (Score)

Pond ID	Basin	Pond Size AC	Parcel ID	Comment
5AB-1	5A	1.75	00404336000002010	R/W Dept. to evaluate if complete parcel acquisition preferred. (4.8 Ac)
5AB-2-R1	5B	1.75	00404336000002030	Medical office currently under development. Owner open to joint use pond.
5AB-3	5B	1.75	00404336000002060	R/W Dept. to evaluate if complete parcel acquisition preferred. (5.0 Ac)
5AB-4	5B	1.75	00404336000002070	R/W Dept. to evaluate if complete parcel acquisition preferred. (5.1 Ac)
5C-1	5C-1	1.75	41404336000001000	Parcel is part of a paintball recreational facility. Partial Parcel

**NOTE: POND SIZES SUBJECT TO REVISIONS**

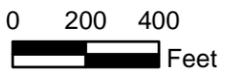




**FINAL DRAFT  
NOT FOR CONSTRUCTION**

**LEGEND**

- SR80 Potential Pond Site
- SR80 Opposed RW Acq
- SR80 Willing Seller
- C51 FloodPlain
- Palm Beach Parcel
- Private Well 2007 FDOH
- Existing Outfalls
- System Limits



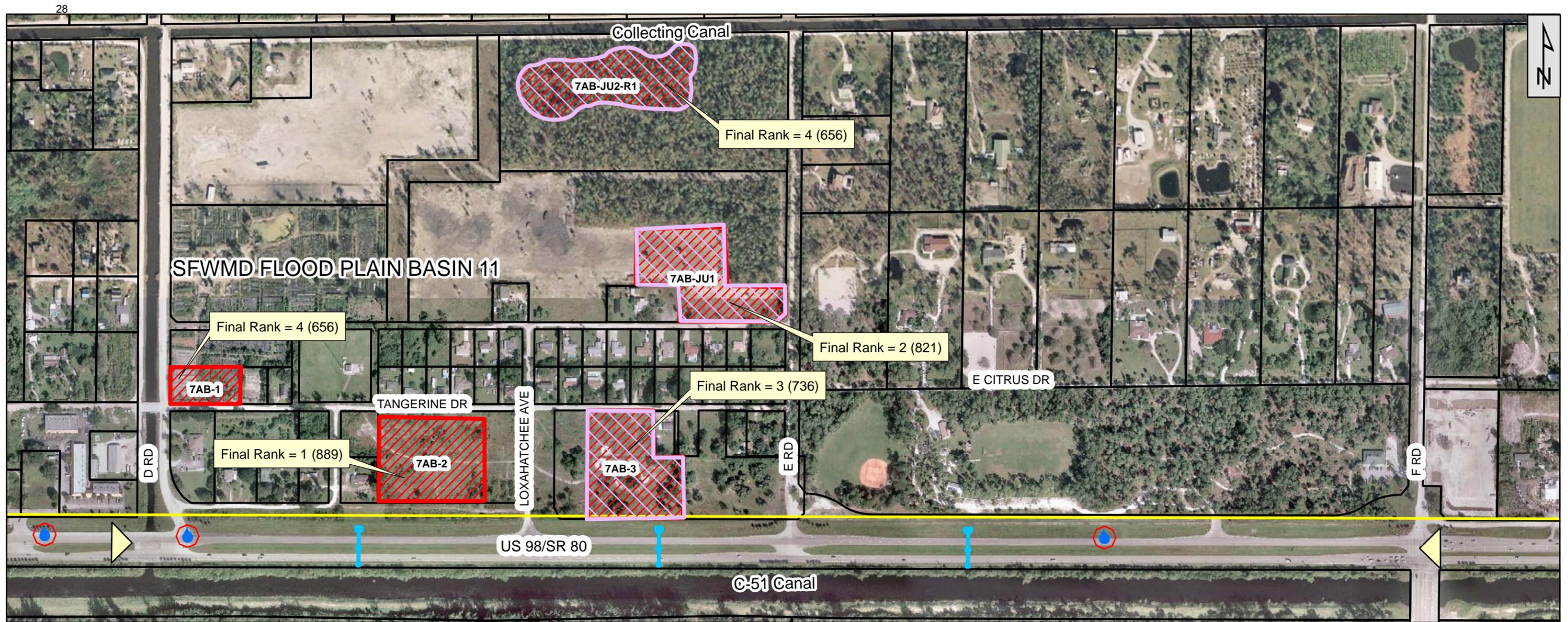
Final Rank = # (Score)

**REVIEWER NOTES**

Date	Reviewer	Discipline	Pond ID	Comment

**NOTE: POND SIZES SUBJECT TO REVISIONS**

Pond ID	Basin	Pond Size AC	Parcel ID	Comment
5C-2	5C-3	3.75	41414317018010010	Partial Parcel
5C-3	5C-3	3.75	41414317018020020	R/W Dept. needs to evaluate if complete parcel acquisition is preferred. (4.4 Ac)
5C-5	5C-4	3.75	41414317018030010	Partial Parcel
5C-JU1	5C-3	3.75	41414317018020010	Joint Use Pond with Town of Loxahatchee
5C-JU2	5C-4	3.75	41414317018030010	Joint Use Pond with Town of Loxahatchee
6AB-1	6A-1	3.75	41414317018040030	Owner opposed to R/W acquisition. Partial Parcel
6AB-2	6A-1/6A-2	3.75	41414317018050010	Owner opposed to R/W acquisition. Partial Parcel
6AB-3	6A-2	3.75	41414317018060010	Owner opposed to R/W acquisition. Partial Parcel
6AB-JU1-R1	6A-2	3.75	41414317018060010	Willing Seller. Joint Use Pond with Town of Loxahatchee, (wet area reflected 1.9 Ac)
6AB-JU2	6A-3	3.0	41414332050020000	Joint Use Pond with Town of Loxahatchee
6AB-JU3	6A-3	3.75	41414332050000030	Joint Use Pond with Town of Loxahatchee



**FINAL DRAFT  
NOT FOR CONSTRUCTION**

**LEGEND**

- SR80 Potential Pond Site
- SR80 Opposed RW Acq
- SR80 Willing Sellers
- C51 Flood Plain
- Palm Beach Parcel
- Private Well 2007 FDOH
- Existing Outfalls
- System Limits
- Final Rank = # (Score)

**REVIEWER NOTES**

Date	Reviewer	Discipline	Pond ID	Comment

Pond ID	Basin	Pond Size AC	Parcel ID	Comment
7AB-1	7A-1	1.4	41414317019080160	Full Parcel
7AB-2	7A-1	3.5	41414332010002100	Partial Parcel
7AB-3	7A-2	3.5	41414332020002160	Willing Seller. Partial Parcel.
7AB-JU1	7A-2	3.5	41414332040000040	Joint Use Pond with Town of Loxahatchee, Willing Seller
7AB-JU2-R1	7A-2	3.5	41414332040000030	Joint Use Pond with Town of Loxahatchee, Willing Seller

**NOTE: POND SIZES SUBJECT TO REVISIONS**

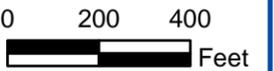
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**FINAL DRAFT  
NOT FOR CONSTRUCTION**

**LEGEND**

- SR80 Potential Pond Site
- SR80 Opposed RW Acq
- SR80 Willing Sellers
- C51 FloodPlain
- Palm Beach Parcel
- Private Well 2007 FDOH
- Existing Outfalls
- System Limits
- Final Rank = # (Score)



**REVIEWER NOTES**

Date	Reviewer	Discipline	Pond ID	Comment

Pond ID	Basin	Pond Size AC	Parcel ID	Comment
8AE-1	8A	2.5	41414317019050040	Owner opposed to R/W acquisition. Medical facility currently under construction. R/W Dept. needs to evaluate if complete parcel acquisition preferred. (3.6)
8AE-2	8A	2.5	41414317019050020	Parcel contains one residential building and an agricultural nursery. R/W Dept. needs to evaluate if complete parcel acquisition preferred. (5.9)
8AE-3	8A	2.5	00413317019040040	Partial Parcel
8AE-JU1	8A	2.5	41414317019050030	Joint Use Pond with Town of Loxahatchee
8AE-JU2	8A	2.5	41414317019050050	Parcel contains one residential building (5.0 Ac). Joint Use Pond with Town of Loxahatchee

**NOTE: POND SIZES SUBJECT TO REVISIONS**



10. b. Discussion Regarding speed humps

*( Councilman Rockett )*

(Back-up material not provided)



10. c. Discussion Regarding Cleaning Compton Road Drainage Dich Prior to Road Being Re-surfaced

*( Vice Mayor Jarriel )*

(Back-up material not provided)



10. d. Discussion Regarding Town Newsletter ( *Town Manager Kutney* )

(Back-up material not provided)



10. e. Administrative Policy 3-13 ( *Councilman Rockett* )

**TOWN OF LOXAHATCHEE GROVES ADMINISTRATIVE POLICY 3-13**

**SUBJECT:** Administrative Policy 3-13 Rules of Procedure for Town Council Meetings

**PURPOSE:** In order to promote efficient and effective procedures and practices during Town Council Meetings it is necessary to establish Rules of Procedure for all Town Council Meetings, Special Meetings and workshops

**BACKGROUND:** The Town currently has no specific policy that addresses, in a comprehensive fashion, a set of rules and procedures for the implementation of the agenda and conduct of Town Council Meetings. This policy, 3-13, will provide the Rules of Procedure for agenda preparation and conduct of meetings

**POLICY:**

1. All meetings of the Town Council whether such meetings are regular, special meetings or workshops shall be governed by the Rules of Procedure set forth herein, where applicable.
2. Any Councilmember desiring to speak must be recognized by the Mayor or Acting Chair by raising his or her hand. The Mayor or Acting Chair shall announce the order in which the hands were raised, and grant the floor in the order the hands were raised. If the Mayor or Acting Chair desires to participate in a discussion, he or she shall do so only when all members of the Council have spoken at least once (if so desired). No member of the Council shall interrupt another member of the Council who has been recognized by the Mayor or Acting Chair and no member shall dominate the floor in excess of five minutes without offering to yield to other members of Council.
3. The Mayor or Acting Chair shall not use that position to dominate debate or discussion, nor unreasonably cut short or prolong any debate, discussion or taking of any vote.

<b>TOWN OF LOXAHATCHEE GROVES ADMINISTRATIVE POLICY 3-13</b>
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4. Any matters not specifically addressed by this policy, will be governed by Robert's Rules of Order to the extent possible.
  
5. Except when abstaining from voting in accordance with Florida Statutes, each Council member who is present at a meeting must vote on each decision, ruling or other official act. A roll call vote shall be recorded for each Councilmember present. The order of each Councilmember vote will rotate after each roll call vote.
  
6. Public comments shall be placed on the Agenda at the beginning of the meeting (following the consent agenda) and at the end of meeting. Public comments will also be entertained ~~at the start of~~ **for** each agenda item. ~~However, once public comments are completed at the start of an agenda item and Town Council deliberations have started, no further public comments will be entertained.~~ **Public Comment will be allowed after Town Council deliberation and prior to the vote on any item. Public Comment is an opportunity for members of the public to make comment, and shall not be a question/answer period conducted with the Town Council. All public comments shall be limited to a three minute time period.** Public comment during Public Hearings and Quasi-Judicial matters will occur after comment/testimony has been provided by the principals related to the matter.
  
7. There shall be a consent agenda during each regular Town Council meeting. The Consent Agenda shall contain matters that can be handled and implemented without necessity of comments. Notwithstanding the foregoing, any item placed on the Consent Agenda may be removed from the Consent Agenda by any Councilmember and discussed and deliberated by the Town Council.
  
8. Any Councilmember, the Town Manager or Town Staff may place items on the Town Council Agenda for a regular meeting

<b>TOWN OF LOXAHATCHEE GROVES ADMINISTRATIVE POLICY 3-13</b>
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for discussion, review or consideration of any action, and must be submitted by a written request referencing the business item, stating the purpose of the item/action, the major points to be covered, the reasons for the action and the action requested by The Town Council. All appropriate background material shall accompany the signed written request. Items must be approved by the Town Manager before placement on the Agenda. The deadline for such submission shall be noon on the Tuesday prior to the scheduled Council meeting (i.e. one week prior). Failure to adhere strictly to this schedule shall result in the requested item being scheduled for the next available meeting. A waiver may be granted for an exigent circumstance, however, such waiver must be approved by the Town Manager and the Mayor.

9. Once an item has been placed on the Agenda in accordance with the terms and conditions of this policy, it may be only removed by the person who originally placed it on the agenda.
  
10. For the presentation/explanation of Agenda items the Mayor shall call on the Town Manager or a designated spokesperson for a brief explanation of the item under consideration. Upon completion of the presentation/explanation the item shall be opened for public hearing or Town Council discussion as necessitated by requirements of the Agenda item.
  
11. All items on the Agenda shall be listed in the following order: Opening; Consent Agenda; Public Comment; Presentations; Committee Reports; Public Hearings; Ordinances; Resolutions; Administrative Update; Old Business; New Business; Closing Comments; and Adjournment.

Please Note:            Underlined = added language  
                                  ~~Strike-through~~ = deleted language



10. f.. Traffic light at D Road and Okeechobee Blvd.( *Councilman Rockett* )

(back-up material not provided)



10. g. Traffic light at D Road and Southern Blvd.( *Vice Mayor Jarriel*)

(back-up material not provided)



11. a. ITB 2013-001 Gravel Road Grading, Mowing and Vegetative Removal Services – Contract Approvals for LGWCD

**AGREEMENT FOR THE ROAD GRADING AND BASE ROCK FOR  
TOWN ROADS WITHIN THE TOWN OF LOXAHATCHEE GROVES**

This **AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”), by and between:

**TOWN OF LOXAHATCHEE GROVES**, a municipal corporation existing under the laws of the state of Florida, hereafter referred to as “TOWN,”

and

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special district existing under the laws of the state of Florida, hereafter referred to as “DISTRICT,” (with the TOWN and DISTRICT each referred to as a “Party” and collectively as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the TOWN is a municipal corporation of the State of Florida, the powers of which are defined in the TOWN's Charter and State law; and

**WHEREAS**, there are roads within the geographical boundaries of the TOWN which are maintained by the Loxahatchee Groves Water District, and other roads under the maintenance and control of the TOWN, which have been designated by the TOWN as “Town Roads,” and are the responsibility of the TOWN; and

**WHEREAS**, the TOWN is in need of services, equipment and materials for road grading of Town Roads, as described herein; and

**WHEREAS**, the TOWN undertook a competitive selection process, requesting responses to an Invitation to Bid Bid No. 2013-01 (the “Bid”); and

**WHEREAS**, the DISTRICT’s response to the Bid (“Response”) was the bid selected by the TOWN Council as the lowest, most responsive bidder for base rock and road grading services; and

**WHEREAS**, the DISTRICT’s response to the Bid was the bid selected by the TOWN for base rock and road grading services; and

**WHEREAS**, the DISTRICT has represented that it has the necessary experience of road grading services, and is capable of providing such services and base rock to the TOWN for its Town Roads, subject to the agreement of the Parties on criteria for such services, and the TOWN’s agreement to pay for such services and supplies; and

**WHEREAS**, the TOWN Council and DISTRICT have determined that this Agreement is in the best interest of the health, safety, and welfare of the residents within the TOWN.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments hereafter set forth, DISTRICT and TOWN agree as follows:

### **ARTICLE I - RECITALS**

- 1.1 The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

### **ARTICLE 2 – GRADING OF TOWN ROADS AND BASE ROCK**

- 2.1 Attached hereto as Exhibit “A” and incorporated herein is the Town of Loxahatchee Groves Addendum #2 to Bid No. 2013-01, which is titled “Town Roads List.” This list may be amended by the Parties without amending this Agreement so long as such amendment is in writing and approved by the Parties.
- 2.2 DISTRICT will provide road grading services, and base rock, to TOWN as set forth herein. Specifically, the DISTRICT shall furnish all of the materials and labor necessary to perform all of the work described in the specifications to the Bid and Response, as referenced above.
- 2.3 The DISTRICT shall grade all Town Road segments identified by TOWN up to twice per month if needed at the discretion of the TOWN, as is confirmed in advance, in writing by the TOWN Manager. Notwithstanding the foregoing, the TOWN shall have no obligation to engage the services of DISTRICT for a specified number of times.
- 2.4 The DISTRICT shall perform non-routine road grading services on an as-needed basis in addition to the frequency numerated herein, but only with the advance, written direction and approval of the TOWN Manager.
- 2.5 The DISTRICT shall provide the necessary base rock on an as-needed basis to serve the TOWN’s usage requirements. Such usage requirements shall include a source of supply that will provide accurate and timely deliveries. Accordingly, time may be of the essence insofar as DISTRICT’s performance of the base rock services herein.
- 2.6 Pursuant to the Bid and its Response, DISTRICT has represented that the bid price for rock material is FOB destination; freight prepaid Loxahatchee Groves, Florida, with delivery/unloading to the location specified at the time of the order by the Town Manager.
- 2.7 DISTRICT hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations in DISTRICT’s Bid when entering into this Agreement with DISTRICT, that DISTRICT has the professional expertise, experience, and manpower to perform the services to be provided by DISTRICT pursuant to the terms of this

Agreement. DISTRICT ensures that all equipment used is properly registered. The TOWN reserves the right to verify this information. DISTRICT further represents that it shall comply with all federal, state, and local laws, rules, regulations, and ordinances that may be applicable to the operation of the equipment provided for road grading services. All equipment must be appropriately equipped so drivers can locate equipment from a distance.

- 2.8 DISTRICT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good construction and engineering practice.
- 2.9 DISTRICT agrees that no subcontracting is permitted without the advance, written approval of the TOWN Manager.

### **ARTICLE 3 – PAYMENT**

- 3.1 As set forth in its Response, DISTRICT shall provide the following services at the following prices to include cost for use of equipment, labor costs, fuel, equipment maintenance, equipment delivery charges, fuel surcharges, and any other charges::

(a) Road Grading	Per Mile	\$110.00
(b) Base Rock /57Mix or equivalent	Per Ton	\$ 14.00
(c) Base Rock “1 Minus	Per Ton	\$ 12.00

- 3.2 Upon the commencement of this Agreement, DISTRICT will provide the TOWN invoices on a monthly basis in a timely manner for work actually completed by the DISTRICT for the previous month.
- 3.3 Invoices submitted by DISTRICT to TOWN must be submitted on the fifth (5<sup>th</sup>) day of each month for the previous month’s work performed.
- 3.4 All invoices must have a Purchase/Work Authorization number issued by the TOWN before it will be considered for payment.
- 3.5 All invoices must provide sufficient detail reflecting roads graded with corresponding mileage, and identified base rock to include tonnage delivered and spread on specific roads.
- 3.6 DISTRICT will submit an invoice as required for such work to include base rock tonnage amounts delivered and spread as well as identified roads graded with corresponding milage.. Should the TOWN determine that the documentation for the work is incomplete, it shall request additional information from the DISTRICT within ten (10) working days of receipt of the original invoice.
- 3.7 The TOWN shall pay the DISTRICT within thirty (30) days of receipt of the final written invoice and documentation from the DISTRICT.

- 3.8 The TOWN's obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

#### **ARTICLE 4 - TERM OF AGREEMENT**

- 4.1 This Agreement shall be deemed to have commenced on the Effective Date provided below, and shall continue for two (2) years with an option for the TOWN to exercise two (2) additional two (2) year periods, or until terminated as provided in Sections 4.2 through 4.7, below. The TOWN shall exercise its option by providing the DISTRICT with not less than thirty (30) days written notice prior to the end of the then-current term. The notice period may be waived by the Parties.
- 4.2 Anything to the contrary notwithstanding, minor adjustments to the timetable for completion approved by TOWN in advance, in writing, will not constitute a delay by DISTRICT for which liquidated damages are due. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy, or other cause beyond the control of DISTRICT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by DISTRICT for which liquidated damages are due.
- 4.3 Notwithstanding Section 4.2, this Agreement may be terminated for cause by either Party upon ninety (90) days upon the other Party's failure to timely perform its responsibilities under this Agreement. Such written notice shall be given by the terminating party to the other party setting forth the breach. If the breaching party corrects the breach within thirty (30) days after written notice of same, to the satisfaction of the terminating party, the Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days of receipt of notice of breach, the terminating party may terminate the Agreement.
- 4.4 Termination of this Agreement for cause shall include, but not be limited to: failure of the Parties to suitably perform the services required under this Agreement, and failure of the Parties to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.
- 4.5 The Agreement may be terminated for convenience by the TOWN, as evidenced by the adoption of a resolution by the TOWN. In that event, the TOWN'S sole obligation to DISTRICT shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by DISTRICT up to the time of termination. Upon such termination, the TOWN may, without penalty or other obligation to DISTRICT, elect to employ other persons to perform the same or similar services.
- 4.6 Notice of termination shall be provided in accordance with Article 6, "NOTICES," herein except that notice of termination by TOWN Manager which TOWN Manager deems

necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the “NOTICES” section of this Agreement. In the event this Agreement is terminated for convenience by the TOWN Council, DISTRICT shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN’s election to terminate, DISTRICT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. DISTRICT acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by DISTRICT, is given as specific consideration to DISTRICT for TOWN’s right to terminate this Agreement for convenience.

- 4.7 In the event this Agreement is terminated, any compensation payable by TOWN shall be withheld until all documents are provided to TOWN. In no event shall the TOWN be liable to DISTRICT for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

### **ARTICLE 5 - INDEMNIFICATION; INSURANCE**

- 5.1 Independent Contractor: DISTRICT is an independent contractor and not an employee, agent, or servant of TOWN or its TOWN Council for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State of Florida’s unemployment insurance law. DISTRICT further acknowledges that the TOWN’s duty under this Agreement is limited to contributing the identified funds to DISTRICT and that DISTRICT will use the funds to perform road grading and base rock delivery and spreading services for the maintenance of Town Roads within the TOWN in the manner provided herein. DISTRICT agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between DISTRICT and the TOWN and the TOWN will not be liable for any obligation incurred by DISTRICT, including but not limited to unpaid minimum wages and/or overtime premiums. In the event a claim or lawsuit is brought against TOWN, its officers, employees, servants or agents, arising from or relating to the DISTRICT improvements or any matter that is the responsibility of DISTRICT under this Agreement, DISTRICT will indemnify and hold harmless the TOWN in the manner and to the extent set forth in Section 5.2, below.
- 5.2 Hold Harmless and Indemnification: DISTRICT hereto agrees, to the extent permitted by law, to:
- (A) indemnify, save and hold harmless the TOWN, its officers, employees, and agents (collectively the “Indemnities”), and to defend said persons from and against any such loss, cost, penalties, fines, damages, claims, expenses (including attorneys’ fees) or liabilities, causes of action, and judgments of any type whatsoever arising

out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default, or negligence (whether active or passive) of DISTRICT, regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of DISTRICT to comply with any of the provisions of the Agreement or the failure of DISTRICT to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Agreement. DISTRICT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of DISTRICT, or any approved subcontractors, as provided above, for which DISTRICT's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

DISTRICT further agrees to indemnify, defend, and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of any violation of law, ordinance, order, rule, regulation, condition, or requirements, in any related, directly or indirectly, to DISTRICT's performance under the Agreement, compliance with which is left by the Agreement to DISTRICT, and (ii) any and all claims, and/or suits for labor and materials furnished by DISTRICT or utilized in the performance of the Agreement or otherwise.

Where not specifically prohibited by law, DISTRICT further specifically agrees to indemnify, defend, and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to connected with, or growing out of the performance or non-performance of the Agreement which is, or is alleged to be, caused in part (whether joint, concurrent, or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

- (B) The forgoing indemnity shall survive the termination or expiration of this Agreement. A party shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by the TOWN of the liability limits established in Section 768.28, Florida Statutes.

5.3 Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the TOWN Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws

of the State of Florida. Financial Ratings must be not less than “A-VI” in the latest edition of “Best Key Rating Guide,” published by A.M. Best Guide.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the DISTRICT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. DISTRICT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. DISTRICT shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

5.3.1 REQUIRED INSURANCE

Comprehensive General Liability insurance to cover liability bodily injury, accidental death, and property damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed under DISTRICT. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Comprehensive General Liability
  - 1. Each Occurrence \$1,000,000
  - 2. General Aggregate 1,000,000
  
- B. Automobile and Truck Liability
  - 1. Each Occurrence \$1,000,000
  - 2. General Aggregate 1,000,000

C. Worker’s Compensation Insurance

Shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer’s Liability \$300,000 each accident  
\$300,000 Disease-policy limit  
\$300,000 Disease-each employee

or such other amount that may be required by Florida law, whichever is greater.

Note: Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella

liability coverage. Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for: (a) injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private; (b) collapse of or structural injury to any building or structure except those on which work under this Agreement is being performed; and (c) contractual liabilities related to bodily injury and property damage, i.e. X - explosion, C - Collapse, U - underground.

Automobile and Truck Liability shall cover bodily injury and property damage for the operation of all motor vehicles and equipment, whether or not owned by DISTRICT, being operated in connection with the work performed under this Agreement. Product and Completed Operations coverage shall be included in the amounts specified above for Comprehensive General Liability.

5.3.2 DISTRICT shall name the TOWN as an additional insured on each of the policies required herein and shall hold the CITY harmless on account of claims or damages to persons, property or premises arising out of the services provided hereunder.

5.3.3 Evidence of Insurance. As evidence of insurance coverage, the TOWN may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. DISTRICT shall submit to TOWN evidence of insurance at the time of execution of this Agreement. Written notice shall be given to the TOWN at least thirty (30) days prior to nonrenewal of such insurance coverage.

## **ARTICLE 6 - NOTICES**

- 6.1 Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided for in this article. For the present, the parties designated the following:

### **TO TOWN OF LOXAHATCHEE GROVES:**

Mayor David Browning  
Town of Loxahatchee Groves  
14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

With copies to:

Mark Kutney, Town Manager  
Town of Loxahatchee Groves  
14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

And

Michael D. Cirullo, Jr., Town Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, FL 33308

**TO LOXAHATCHEE GROVES WATER CONTROL DISTRICT:**

Stephen E. Yohe, P.E, District Administrator  
P. O. Box 407  
Loxahatchee Groves, FL 33470

With copy to:

Mary M. Viator, Esq., District Legal Counsel  
Caldwell Pacetti Edwards Schoech & Viator LLP  
One Clearlake Centre  
250 South Australian Avenue, Suite 600  
West Palm Beach, Florida 33401

**ARTICLE7 - MISCELLANEOUS PROVISIONS**

- 7.1 **ASSIGNMENT:** The Parties to the Agreement shall have NO right to assign, transfer, or otherwise encumber this Agreement, without the express consent of the other party.
- 7.2 **WAIVER:** The waiver by any Party to this Agreement of any failure on the part of another Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 7.3 **THIRD PARTY BENEFICIARIES:** Neither TOWN nor DISTRICT intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based on this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

- 7.4 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.
- 7.5 **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 7.6 **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations here and that the preparation of this Agreement has been a joint effort. The language agreed to expresses their mutual intent and their resulting documents shall not, solely, as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.7 **APPLICABLE LAW AND VENUE:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the 15<sup>th</sup> Judicial Circuit of Palm Beach County, Florida, and the venue site and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to trial by jury of any such litigation.
- 7.8 **AMENDMENTS:** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both Parties.
- 7.9 **MULTIPLE ORIGINALS:** This Agreement may be fully executed in multiple copies by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.10 **LICENSES.** All drivers must be properly licensed operators, if applicable. DISTRICT is responsible for updating operator information at any time throughout the duration of this Agreement. Failure to do so may be grounds for breach and subsequent termination of this Agreement. DISTRICT shall be responsible for providing phone numbers where employees can be reached. The inability of the TOWN to make contact with DISTRICT or an employee thereof within a reasonable amount of time is cause for the TOWN to terminate this Agreement as described in Section 3 of this Agreement.
- 7.11 **AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.** Pursuant to the Bid and its Response, DISTRICT shall adhere to an affirmative action policy. In the performance of this Agreement, DISTRICT shall not discriminate against any firm,

employee or applicant for employment or any other firm/individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

- 7.12 **PROTECTION OF TOWN PROPERTY.** At all times during the performance of this Agreement, DISTRICT shall protect the property of the TOWN and adjacent property owners from all damage whatsoever on account of the work being carried on under this contract.
- 7.13 **CONFLICTS.** DISTRICT and TOWN hereby agree that the following Contract Documents are fully incorporated herein and made a part of this Agreement, as if written herein word for word: TOWN's Bid No. 2013-01 and DISTRICT's Response. In the event that there is any conflict between any of the contract document and the terms of this Agreement, this Agreement shall prevail.
- 7.14 **LEGAL REPRESENTATION.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply due to the joint contribution of both Parties.
- 7.15 **OWNERSHIP OF DOCUMENTS.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of TOWN whether or not the project for which they are made is completed. TOWN hereby agrees to use DISTRICT's work product for its intended purposes.
- 7.16 **NO CONTINGENT FEES.** DISTRICT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DISTRICT, to solicit or secure this Agreement, 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 DISTRICT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.17 **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.18 **EXHIBITS.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 7.19 **HEADINGS.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

- 7.20 **ATTORNEYS' FEES.** In the event that either Party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorneys' fees and court costs in addition to any other remedy afforded by law.
- 7.21 **AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.** TOWN shall have the right to audit the books, records and accounts of DISTRICT that are related to this Agreement. DISTRICT shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. DISTRICT shall preserve and maintain all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless DISTRICT is notified in writing by the TOWN of the need to extend the retention period. Such retention of such records and documents shall be at DISTRICT's expense. DISTRICT shall comply with inspection and reproduction obligations of Florida law relating to public records in its possession. If any audit has been initiated an audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the TOWN to be applicable to DISTRICT's records, DISTRICT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DISTRICT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, DISTRICT shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, DISTRICT shall provide a complete copy of all working papers to TOWN, prior to final payment, in accordance with this Agreement and the Schedule for DISTRICT's services.

- 7.22 **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.** DISTRICT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from DISTRICT and, any, if applicable, subcontractors and lower tier subcontractors. DISTRICT understands and agrees that in addition to all other remedies and consequences provided by law, failure of DISTRICT or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. DISTRICT shall be responsible for all costs incurred by it or the TOWN as a result of any investigation by the Inspector General which results in an adverse determination caused by DISTRICT, and if applicable, subcontractors and lower tier subcontractors.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement between TOWN and DISTRICT on the respective dates under each signature: TOWN, signing by and through its \_\_\_\_\_, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2013 and the DISTRICT, signing by and through its \_\_\_\_\_, authorized to execute same by Board of Supervisor’s action on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Executed by **TOWN** this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**TOWN OF LOXAHATCHEE GROVES,**  
a Florida Municipal Corporation

ATTEST:

By \_\_\_\_\_  
David Browning  
Mayor

\_\_\_\_\_  
Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

Executed by **DISTRICT** this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT,** an Independent Special District of the State of Florida

ATTEST:

By \_\_\_\_\_  
David DeMarois  
Chairman

\_\_\_\_\_  
Secretary

[DISTRICT SEAL]

**EXHIBIT "A":  
TOWN ROADS LIST**

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**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
10TH PLACE NORTH	BLOCK B	0.081
11TH LANE NORTH	BLOCK F	0.351
11TH TERRACE	BLOCK C	0.244
12TH PLACE NORTH	BLOCK E	0.197
131ST TERRACE NORTH	BLOCK F	0.147
13TH PLACE NORTH	BLOCK F (FOLSOM)	0.282
13TH PLACE NORTH	BLOCK F (F ROAD)	0.166
140TH STREET NORTH	CUT-THRU / SUNSPORT	0.100
145TH AVENUE NORTH	T: 43S / R: 41E	0.457
147TH AVENUE NORTH	BLOCK C	0.126
147TH DRIVE NORTH	BLOCK C	0.115
148TH TERRACE NORTH	T: 43S / R: 41E	0.339
149TH AVENUE NORTH	BLOCK I	0.126
14TH PLACE NORTH	BLOCK E	0.257
152ND WAY NORTH	BLOCK B	0.068
160TH STREET NORTH	T: 43S / R: 41E	0.394
161ST TERRACE NORTH	T: 43S / R: 40E	2.014
17TH ROAD NORTH	BLOCK B	0.076
21ST ROAD NORTH	BLOCK C	0.126
22ND COURT NORTH	BLOCK F	0.292
22ND ROAD NORTH	BLOCK C (C ROAD)	0.248
22ND ROAD NORTH	BLOCK E (E ROAD)	0.156
22ND ROAD NORTH	BLOCK F (F ROAD)	0.210
23RD COURT NORTH	BLOCK E	0.189
24TH CIRCLE NORTH	BLOCK C	0.177
24TH COURT NORTH	BLOCK C (C ROAD)	0.282
24TH COURT NORTH	BLOCK D (E ROAD)	0.194
24TH COURT NORTH	BLOCK E (WEST F)	0.250
24TH COURT NORTH	BLOCK F (EAST F)	0.406
25TH PLACE NORTH	BLOCK B (C ROAD)	0.136
27TH LANE NORTH	BLOCK C	0.135
30TH COURT NORTH	BLOCK B (C ROAD)	0.141
30TH COURT NORTH	BLOCK D (D ROAD)	0.132
34TH PLACE NORTH	BLOCK C	0.135

**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
35TH PLACE NORTH	BLOCK D	0.127
41ST ROAD NORTH	T: 43S / R: 41E	0.068
42ND ROAD NORTH	T: 43S / R: 41E	0.153
42ND STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.234
43RD ROAD NORTH	T: 43S / R: 41E (GLOBAL)	0.194
43RD ROAD NORTH	T: 43S / R: 41E (140TH)	0.394
44TH STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.235
8TH PLACE NORTH	BLOCK C	0.319
APRIL DRIVE	BLOCK C	0.164
BIDDIX ROAD	BLOCK D	0.191
BRYAN ROAD	BLOCK F	0.749
BUNNY LANE	BLOCK C	0.244
CANAL MAINTENANCE RD	T: 43S / R: 41E (40TH ST N)	1.462
(WILSON) CASEY ROAD	BLOCK F	0.748
CITRUS DRIVE	BLOCK K	0.243
COMPTON ROAD	BLOCK F	0.748
EAST CITRUS DRIVE	BLOCK K	0.501
EDITH ROAD	BLOCK E	0.197
FARLEY ROAD	BLOCK E	0.197
FERRIS LANE	BLOCK A	0.194
FLAMINGO DRIVE	BLOCK C	0.186
FOREST LANE	BLOCK B	0.188
FORTNER DRIVE	BLOCK B (B ROAD)	0.126
FORTNER DRIVE	BLOCK B (C ROAD)	0.135
FOX TRAIL	BLOCK E	0.204
GLOBAL TRAIL	T: 43S / R: 41E	0.519
GREAT DANE LANE	BLOCK F	0.130
GRUBER LANE	BLOCK C	0.489
HYDE PARK ROAD	BLOCK E	0.518
IAN TRAIL	T: 43S / R: 41E	0.384
JEWEL LANE	BLOCK B	0.103
KAZEE ROAD	BLOCK G	0.432
KERRY LANE	BLOCK E	0.260
LOS ANGELES DRIVE	BLOCK B	0.244

**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
LOXAHATCHEE AVENUE	BLOCK K	0.180
MARCELLA BOULEVARD	BLOCK F	0.749
MARCH CIRCLE	BLOCK F	0.174
MORROW COURT	BLOCK B	0.180
ORANGE AVENUE	BLOCK K	0.075
PARADISE TRAIL	BLOCK C	0.186
PERKINS DRIVE	BLOCK F	0.336
PINEAPPLE DRIVE	BLOCK I	0.434
QUAIL ROAD	BLOCK F	0.135
RACKLEY ROAD	BLOCK F	0.146
RAYMOND DRIVE	BLOCK F	0.337
ROBERTS WAY	BLOCK B	0.229
SALLY'S ALLEY	BLOCK B	0.244
SAN DIEGO DRIVE	BLOCK B	0.244
SCOTTS PLACE	BLOCK B	0.213
SHAMROCK DRIVE	BLOCK B	0.244
SIXTH COURT NORTH	BLOCK I (WEST D)	0.177
SIXTH COURT NORTH	BLOCK K (EAST D)	1.733
SNAIL TRAIL	BLOCK C	0.244
TANGERINE DRIVE	BLOCK K	0.510
TEMPLE DRIVE	BLOCK I	0.100
TIMBERLANE PLACE	BLOCK B	0.219
TRIPP ROAD	BLOCK D	0.242
VALENCIA DRIVE	BLOCK K	0.136
WEST "B" ROAD	BLOCK A	0.340
WEST "C" ROAD	BLOCK B	0.623
WEST "D" ROAD	BLOCK I (SOUTH C.C.)	0.314
WEST 'D' ROAD	BLOCK C (NORTH C.C.)	0.388
WEST 'F' ROAD	BLOCK E	0.198
WILLIAMS DRIVE	BLOCK B	0.193
	<b>MONTHLY MILEAGE =</b>	<b>29.552</b>

**AGREEMENT FOR THE ROAD REPAIR OF TOWN ROADS WITHIN  
THE TOWN OF LOXAHATCHEE GROVES**

This **AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”), by and between:

**TOWN OF LOXAHATCHEE GROVES**, a municipal corporation existing under the laws of the State of Florida, hereafter referred to as “TOWN,”

and

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special district existing under the laws of the State of Florida, hereafter referred to as “DISTRICT,” (with the TOWN and DISTRICT each referred to as a “Party” and collectively as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the TOWN is a municipal corporation of the State of Florida, the powers of which are defined in the TOWN's Charter and State law; and

**WHEREAS**, there are roads within the geographical boundaries of the TOWN which are maintained by the Loxahatchee Groves Water District, and other roads under the maintenance and control of the TOWN, which have been designated by the TOWN as “Town Roads,” and are the responsibility of the TOWN; and

**WHEREAS**, the TOWN is in need of services, equipment and materials for road repairs like pothole repair, and patch work on Town Roads; and

**WHEREAS**, the TOWN undertook a competitive selection process, requesting responses to an Invitation to Bid for Bid No. 2013-01 (the “Bid”); and

**WHEREAS**, the DISTRICT’s response to the Bid (“Response”) was the bid selected by the TOWN Council as the lowest, most responsive bidder for road repair services; and

**WHEREAS**, the DISTRICT’s response to the Bid was the bid selected by the TOWN for road repair services; and

**WHEREAS**, the DISTRICT has the experience, expertise, equipment, and materials for the repair of Town Roads, and is capable of providing the necessary materials and manpower to address repair issues of Town Roads, subject to the agreement of the parties on criteria for such road repair services, and the TOWN’s agreement to pay for such services and supplies; and,

**WHEREAS**, the TOWN Council and the District Board of Supervisors have determined that this Agreement is in the best interest of the health, safety, and welfare of the residents within the TOWN.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments hereafter set forth, DISTRICT and TOWN agree as follows:

### **ARTICLE I - RECITALS**

- 1.1 The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

### **ARTICLE 2 – ROAD REPAIR FOR TOWN ROADS**

- 2.1 Attached hereto as Exhibit “A” and incorporated herein is the Town of Loxahatchee Groves Addendum #2 to Bid No. 2013-01, which is titled “Town Roads List.” This list may be amended by the Parties without amending this Agreement so long as such amendment is in writing and approved by the Parties.
- 2.2 DISTRICT will provide road repair services to TOWN as set forth herein. Specifically, the DISTRICT shall furnish all of the materials and labor necessary to perform all of the work described in the specifications to the Bid and Response, as referenced above.
- 2.3 The DISTRICT shall repair Town Roads on an as-needed basis at the discretion of the TOWN. Such repairs include, but are not limited to, pothole repair and patch work on existing OGEM-surfaced TOWN Roads.
- 2.4 Road repair services shall be performed under a separate written work authorization that will allow inclusion of needed materials to complete the necessary repair. The DISTRICT shall repair all Town Road segments identified by TOWN at the discretion of the TOWN, as is confirmed in advance, in writing by the TOWN Manager. Notwithstanding the foregoing, the TOWN shall have no obligation to engage the services of DISTRICT for a specified number of times.
- 2.5 DISTRICT hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations in DISTRICT’s Bid when entering into this Agreement with DISTRICT, that DISTRICT has the professional expertise, experience, and manpower to perform the services to be provided by DISTRICT pursuant to the terms of this Agreement. DISTRICT ensures that all equipment used is properly registered. The TOWN reserves the right to verify this information. DISTRICT further represents that it shall comply with all federal, state, and local laws, rules, regulations, and ordinances that may be applicable to the operation of the equipment provided for gravel road grading services. All equipment must be appropriately equipped so drivers can locate equipment from a distance.

- 2.6 DISTRICT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good construction and engineering practice.
- 2.7 DISTRICT agrees that no subcontracting is permitted without the advance, written approval of the TOWN Manager.

### **ARTICLE 3 – PAYMENT**

- 3.1 As set forth in its Bid , DISTRICT shall provide the following services at the following price that includes cost for use of equipment, labor costs, fuel, equipment maintenance, equipment delivery charges, fuel surcharges, and any other charges:
- |                 |        |         |
|-----------------|--------|---------|
| (a) Road Repair | Hourly | \$50.00 |
|-----------------|--------|---------|
- 3.2 Upon the commencement of this Agreement, DISTRICT will provide the TOWN invoices on a monthly basis in a timely manner for work actually completed by DISTRICT for the previous month.
- 3.3 Invoices submitted by DISTRICT to TOWN must be submitted on the fifth (5<sup>th</sup>) day of each month for the previous month’s work performed.
- 3.4 All invoices must have a Purchase/Work Authorization number issued by the TOWN before it will be considered for payment.
- 3.5 All invoices must provide sufficient detail reflecting specific road repairs performed, and paid invoices reflecting expenses including additional charges for supplies used for such repairs incurred by District.
- 3.6 DISTRICT will submit an invoice for for road repairs performed on specific roads to include invoices paid by District for supplies used for such repairs. Should the TOWN determine that the documentation for Road Repair work is incomplete, it shall request additional information from the DISTRICT within ten (10) working days of receipt of the original invoice.
- 3.7 The TOWN shall pay the DISTRICT within thirty ( 30) days of receipt of the final written invoice and documentation from the DISTRICT.
- 3.8 The TOWN’s obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

#### ARTICLE 4 - TERM OF AGREEMENT

- 4.1 This Agreement shall be deemed to have commenced on the Effective Date provided below, and shall continue for two (2) years with an option for the TOWN to exercise two (2) additional two (2) year periods, or until terminated as provided in Sections 4.2 through 4.7, below. The TOWN shall exercise its option by providing DISTRICT with not less than thirty (30) days written notice prior to the end of the then-current term. The notice period may be waived by the Parties.
- 4.2 Anything to the contrary notwithstanding, minor adjustments to the timetable for completion approved by TOWN in advance, in writing, will not constitute a delay by DISTRICT for which liquidated damages are due. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy, or other cause beyond the control of DISTRICT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by DISTRICT for which liquidated damages are due.
- 4.3 Notwithstanding Section 4.2, this Agreement may be terminated for cause by either Party upon ninety (90) days upon the other Party's failure to timely perform its responsibilities under this Agreement. Such written notice shall be given by the terminating party to the other party setting forth the breach. If the breaching party corrects the breach within thirty (30) days after written notice of same, to the satisfaction of the terminating party, the Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days of receipt of notice of breach, the terminating party may terminate the Agreement.
- 4.4 Termination of this Agreement for cause shall include, but not be limited to: failure of the Parties to suitably perform the services required under this Agreement, and failure of the Parties to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.
- 4.5 The Agreement may be terminated for convenience by the TOWN, as evidenced by the adoption of a resolution by the TOWN. In that event, the TOWN'S sole obligation to DISTRICT shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by DISTRICT up to the time of termination. Upon such termination, the TOWN may, without penalty or other obligation to DISTRICT, elect to employ other persons to perform the same or similar services.
- 4.6 Notice of termination shall be provided in accordance with Article 6, "NOTICES," herein except that notice of termination by TOWN Manager which TOWN Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement. In the event this Agreement is terminated for convenience by the TOWN

Council, DISTRICT shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN's election to terminate, DISTRICT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. DISTRICT acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by DISTRICT, is given as specific consideration to DISTRICT for TOWN's right to terminate this Agreement for convenience.

- 4.7 In the event this Agreement is terminated, any compensation payable by TOWN shall be withheld until all documents are provided to TOWN. In no event shall the TOWN be liable to DISTRICT for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

### **ARTICLE 5 - INDEMNIFICATION; INSURANCE**

- 5.1 Independent Contractor: DISTRICT is an independent contractor and not an employee, agent, or servant of TOWN or its TOWN Council for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State of Florida's unemployment insurance law. DISTRICT further acknowledges that the TOWN's duty under this Agreement is limited to contributing the identified funds to DISTRICT and that DISTRICT will use the funds to perform mowing and vegetation removal services for the maintain Town Roads within the TOWN in the manner provided herein. DISTRICT agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between DISTRICT and the TOWN and the TOWN will not be liable for any obligation incurred by DISTRICT, including but not limited to unpaid minimum wages and/or overtime premiums. In the event a claim or lawsuit is brought against TOWN, its officers, employees, servants or agents, arising from or relating to the DISTRICT improvements or any matter that is the responsibility of DISTRICT under this Agreement, DISTRICT will indemnify and hold harmless the TOWN in the manner and to the extent set forth in Section 5.2, below.
- 5.2 Hold Harmless and Indemnification: DISTRICT hereto agrees, to the extent permitted by law, to:
- (A) indemnify, save and hold harmless the TOWN, its officers, employees, and agents (collectively the "Indemnities"), and to defend said persons from and against any such loss, cost, penalties, fines, damages, claims, expenses (including attorneys' fees) or liabilities, causes of action, and judgments of any type whatsoever arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Agreement which is or is alleged to be directly

or indirectly caused, in whole or in part, by any act, omission, default, or negligence (whether active or passive) of DISTRICT, regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of DISTRICT to comply with any of the provisions of the Agreement or the failure of DISTRICT to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Agreement. DISTRICT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of DISTRICT, or any approved subcontractors, as provided above, for which DISTRICT's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

DISTRICT further agrees to indemnify, defend, and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of any violation of law, ordinance, order, rule, regulation, condition, or requirements, in any related, directly or indirectly, to DISTRICT's performance under the Agreement, compliance with which is left by the Agreement to DISTRICT, and (ii) any and all claims, and/or suits for labor and materials furnished by DISTRICT or utilized in the performance of the Agreement or otherwise.

Where not specifically prohibited by law, DISTRICT further specifically agrees to indemnify, defend, and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to connected with, or growing out of the performance or non-performance of the Agreement which is, or is alleged to be, caused in part (whether joint, concurrent, or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

- (B) The forgoing indemnity shall survive the termination or expiration of this Agreement. A party shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by the TOWN of the liability limits established in Section 768.28, Florida Statutes.

- 5.3 Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the TOWN Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the DISTRICT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. DISTRICT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. DISTRICT shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

### 5.3.1 REQUIRED INSURANCE

Comprehensive General Liability insurance to cover liability bodily injury, accidental death, and property damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed under DISTRICT. Coverage must be written on an occurrence basis, with the following limits of liability:

- |    |                                 |             |
|----|---------------------------------|-------------|
| A. | Comprehensive General Liability |             |
| 1. | Each Occurrence                 | \$1,000,000 |
| 2. | General Aggregate               | 1,000,000   |
| B. | Automobile and Truck Liability  |             |
| 1. | Each Occurrence                 | \$1,000,000 |
| 2. | General Aggregate               | 1,000,000   |
| C. | Worker's Compensation Insurance |             |

Shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- |    |                       |                                 |
|----|-----------------------|---------------------------------|
| A. | Worker's Compensation | Statutory                       |
| B. | Employer's Liability  | \$300,000 each accident         |
|    |                       | \$300,000 Disease-policy limit  |
|    |                       | \$300,000 Disease-each employee |

or such other amount that may be required by Florida law, whichever is greater.

Note: Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage. Comprehensive General Liability Insurance covering bodily injuries

and property damage shall also include coverage for: (a) injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private; (b) collapse of or structural injury to any building or structure except those on which work under this Agreement is being performed; and (c) contractual liabilities related to bodily injury and property damage, i.e. X - explosion, C - Collapse, U - underground.

Automobile and Truck Liability shall cover bodily injury and property damage for the operation of all motor vehicles and equipment, whether or not owned by DISTRICT, being operated in connection with the work performed under this Agreement. Product and Completed Operations coverage shall be included in the amounts specified above for Comprehensive General Liability.

5.3.2 DISTRICT shall name the TOWN as an additional insured on each of the policies required herein and shall hold the TOWN harmless on account of claims or damages to persons, property or premises arising out of the services provided hereunder.

5.3.3 Evidence of Insurance. As evidence of insurance coverage, the TOWN may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. DISTRICT shall submit to TOWN evidence of insurance at the time of execution of this Agreement. Written notice shall be given to the TOWN at least thirty (30) days prior to nonrenewal of such insurance coverage.

## **ARTICLE 6 - NOTICES**

- 6.1 Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided for in this article. For the present, the Parties designated the following:

### **TO TOWN OF LOXAHATCHEE GROVES:**

Mayor David Browning  
Town of Loxahatchee Groves  
14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

With copies to:

Mark Kutney, Town Manager  
Town of Loxahatchee Groves

14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

And

Michael D. Cirullo, Jr., Town Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, FL 33308

**TO LOXAHATCHEE GROVES WATER CONTROL DISTRICT:**

Stephen E. Yohe, P.E, District Administrator  
P. O. Box 407  
Loxahatchee Groves, FL 33470

With copy to:

Mary M. Viator, Esq., District Legal Counsel  
Caldwell Pacetti Edwards Schoech & Viator LLP  
One Clearlake Centre  
250 South Australian Avenue, Suite 600  
West Palm Beach, Florida 33401

**ARTICLE 7 - MISCELLANEOUS PROVISIONS**

- 7.1 **ASSIGNMENT:** The Parties to the Agreement shall have NO right to assign, transfer, or otherwise encumber this Agreement, without the express consent of the other party.
- 7.2 **WAIVER:** The waiver by any Party to this Agreement of any failure on the part of another Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 7.3 **THIRD PARTY BENEFICIARIES:** Neither TOWN nor DISTRICT intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based on this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.4 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

- 7.5 **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 7.6 **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations here and that the preparation of this Agreement has been a joint effort. The language agreed to expresses their mutual intent and their resulting documents shall not, solely, as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.7 **APPLICABLE LAW AND VENUE:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the 15<sup>th</sup> Judicial Circuit of Palm Beach County, Florida, and the venue site and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to trial by jury of any such litigation.
- 7.8 **AMENDMENTS:** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both Parties.
- 7.9 **MULTIPLE ORIGINALS:** This Agreement may be fully executed in multiple copies by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.10 **LICENSES.** All drivers must be properly licensed operators, if applicable. DISTRICT is responsible for updating operator information at any time throughout the duration of this Agreement. Failure to do so may be grounds for breach and subsequent termination of this Agreement. DISTRICT shall be responsible for providing phone numbers where employees can be reached. The inability of the TOWN to make contact with DISTRICT or an employee thereof within a reasonable amount of time is cause for the TOWN to terminate this Agreement as described in Section 3 of this Agreement.
- 7.11 **AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.** Pursuant to the Bid and its Response, DISTRICT shall adhere to an affirmative action policy. In the performance of this Agreement, DISTRICT shall not discriminate against any firm, employee or applicant for employment or any other firm/individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

- 7.12 **PROTECTION OF TOWN PROPERTY.** At all times during the performance of this Agreement, DISTRICT shall protect the property of the TOWN and adjacent property owners from all damage whatsoever on account of the work being carried on under this contract.
- 7.13 **CONFLICTS.** DISTRICT and TOWN hereby agree that the following Contract Documents are fully incorporated herein and made a part of this Agreement, as if written herein word for word: TOWN's Bid No. 2013-01 and DISTRICT's Response. In the event that there is any conflict between any of the contract document and the terms of this Agreement, this Agreement shall prevail.
- 7.14 **LEGAL REPRESENTATION.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply due to the joint contribution of both Parties.
- 7.15 **OWNERSHIP OF DOCUMENTS.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of TOWN whether or not the project for which they are made is completed. TOWN hereby agrees to use DISTRICT's work product for its intended purposes.
- 7.16 **NO CONTINGENT FEES.** DISTRICT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DISTRICT, to solicit or secure this Agreement, 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 DISTRICT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.17 **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.18 **EXHIBITS.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 7.19 **HEADINGS.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

- 7.20 **ATTORNEYS' FEES.** In the event that either Party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorneys' fees and court costs in addition to any other remedy afforded by law.
- 7.21 **AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.** TOWN shall have the right to audit the books, records and accounts of DISTRICT that are related to this Agreement. DISTRICT shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. DISTRICT shall preserve and maintain all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless DISTRICT is notified in writing by the TOWN of the need to extend the retention period. Such retention of such records and documents shall be at DISTRICT's expense. DISTRICT shall comply with inspection and reproduction obligations of Florida law relating to public records in its possession. If any audit has been initiated an audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the TOWN to be applicable to DISTRICT's records, DISTRICT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DISTRICT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, DISTRICT shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, DISTRICT shall provide a complete copy of all working papers to TOWN, prior to final payment, in accordance with this Agreement and the Schedule for DISTRICT's services.

- 7.22 **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.** DISTRICT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from DISTRICT and, any, if applicable, subcontractors and lower tier subcontractors. DISTRICT understands and agrees that in addition to all other remedies and consequences provided by law, failure of DISTRICT or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. DISTRICT shall be responsible for all costs incurred by it or the TOWN as a result of any investigation by the Inspector General which results in an adverse determination caused by DISTRICT, and if applicable, subcontractors and lower tier subcontractors.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement between TOWN and DISTRICT on the respective dates under each signature: TOWN, signing by and through its \_\_\_\_\_, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2013 and the DISTRICT, signing by and through its \_\_\_\_\_, authorized to execute same by Board of Supervisor’s action on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Executed by **TOWN** this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**TOWN OF LOXAHATCHEE GROVES,**  
a Florida Municipal Corporation

ATTEST:

By \_\_\_\_\_  
David Browning  
Mayor

\_\_\_\_\_  
Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

Executed by **DISTRICT** this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**LOXAHATCHEE GROVES WATER  
CONTROL DISTRICT**, an Independent  
Special District of the State of Florida

ATTEST:

By \_\_\_\_\_  
David DeMarois  
Chairman

\_\_\_\_\_  
Secretary

[DISTRICT SEAL]

**EXHIBIT "A":  
TOWN ROADS LIST**

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**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
10TH PLACE NORTH	BLOCK B	0.081
11TH LANE NORTH	BLOCK F	0.351
11TH TERRACE	BLOCK C	0.244
12TH PLACE NORTH	BLOCK E	0.197
131ST TERRACE NORTH	BLOCK F	0.147
13TH PLACE NORTH	BLOCK F (FOLSOM)	0.282
13TH PLACE NORTH	BLOCK F (F ROAD)	0.166
140TH STREET NORTH	CUT-THRU / SUNSPORT	0.100
145TH AVENUE NORTH	T: 43S / R: 41E	0.457
147TH AVENUE NORTH	BLOCK C	0.126
147TH DRIVE NORTH	BLOCK C	0.115
148TH TERRACE NORTH	T: 43S / R: 41E	0.339
149TH AVENUE NORTH	BLOCK I	0.126
14TH PLACE NORTH	BLOCK E	0.257
152ND WAY NORTH	BLOCK B	0.068
160TH STREET NORTH	T: 43S / R: 41E	0.394
161ST TERRACE NORTH	T: 43S / R: 40E	2.014
17TH ROAD NORTH	BLOCK B	0.076
21ST ROAD NORTH	BLOCK C	0.126
22ND COURT NORTH	BLOCK F	0.292
22ND ROAD NORTH	BLOCK C (C ROAD)	0.248
22ND ROAD NORTH	BLOCK E (E ROAD)	0.156
22ND ROAD NORTH	BLOCK F (F ROAD)	0.210
23RD COURT NORTH	BLOCK E	0.189
24TH CIRCLE NORTH	BLOCK C	0.177
24TH COURT NORTH	BLOCK C (C ROAD)	0.282
24TH COURT NORTH	BLOCK D (E ROAD)	0.194
24TH COURT NORTH	BLOCK E (WEST F)	0.250
24TH COURT NORTH	BLOCK F (EAST F)	0.406
25TH PLACE NORTH	BLOCK B (C ROAD)	0.136
27TH LANE NORTH	BLOCK C	0.135
30TH COURT NORTH	BLOCK B (C ROAD)	0.141
30TH COURT NORTH	BLOCK D (D ROAD)	0.132
34TH PLACE NORTH	BLOCK C	0.135

**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
35TH PLACE NORTH	BLOCK D	0.127
41ST ROAD NORTH	T: 43S / R: 41E	0.068
42ND ROAD NORTH	T: 43S / R: 41E	0.153
42ND STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.234
43RD ROAD NORTH	T: 43S / R: 41E (GLOBAL)	0.194
43RD ROAD NORTH	T: 43S / R: 41E (140TH)	0.394
44TH STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.235
8TH PLACE NORTH	BLOCK C	0.319
APRIL DRIVE	BLOCK C	0.164
BIDDIX ROAD	BLOCK D	0.191
BRYAN ROAD	BLOCK F	0.749
BUNNY LANE	BLOCK C	0.244
CANAL MAINTENANCE RD	T: 43S / R: 41E (40TH ST N)	1.462
(WILSON) CASEY ROAD	BLOCK F	0.748
CITRUS DRIVE	BLOCK K	0.243
COMPTON ROAD	BLOCK F	0.748
EAST CITRUS DRIVE	BLOCK K	0.501
EDITH ROAD	BLOCK E	0.197
FARLEY ROAD	BLOCK E	0.197
FERRIS LANE	BLOCK A	0.194
FLAMINGO DRIVE	BLOCK C	0.186
FOREST LANE	BLOCK B	0.188
FORTNER DRIVE	BLOCK B (B ROAD)	0.126
FORTNER DRIVE	BLOCK B (C ROAD)	0.135
FOX TRAIL	BLOCK E	0.204
GLOBAL TRAIL	T: 43S / R: 41E	0.519
GREAT DANE LANE	BLOCK F	0.130
GRUBER LANE	BLOCK C	0.489
HYDE PARK ROAD	BLOCK E	0.518
IAN TRAIL	T: 43S / R: 41E	0.384
JEWEL LANE	BLOCK B	0.103
KAZEE ROAD	BLOCK G	0.432
KERRY LANE	BLOCK E	0.260
LOS ANGELES DRIVE	BLOCK B	0.244

**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
LOXAHATCHEE AVENUE	BLOCK K	0.180
MARCELLA BOULEVARD	BLOCK F	0.749
MARCH CIRCLE	BLOCK F	0.174
MORROW COURT	BLOCK B	0.180
ORANGE AVENUE	BLOCK K	0.075
PARADISE TRAIL	BLOCK C	0.186
PERKINS DRIVE	BLOCK F	0.336
PINEAPPLE DRIVE	BLOCK I	0.434
QUAIL ROAD	BLOCK F	0.135
RACKLEY ROAD	BLOCK F	0.146
RAYMOND DRIVE	BLOCK F	0.337
ROBERTS WAY	BLOCK B	0.229
SALLY'S ALLEY	BLOCK B	0.244
SAN DIEGO DRIVE	BLOCK B	0.244
SCOTTS PLACE	BLOCK B	0.213
SHAMROCK DRIVE	BLOCK B	0.244
SIXTH COURT NORTH	BLOCK I (WEST D)	0.177
SIXTH COURT NORTH	BLOCK K (EAST D)	1.733
SNAIL TRAIL	BLOCK C	0.244
TANGERINE DRIVE	BLOCK K	0.510
TEMPLE DRIVE	BLOCK I	0.100
TIMBERLANE PLACE	BLOCK B	0.219
TRIPP ROAD	BLOCK D	0.242
VALENCIA DRIVE	BLOCK K	0.136
WEST "B" ROAD	BLOCK A	0.340
WEST "C" ROAD	BLOCK B	0.623
WEST "D" ROAD	BLOCK I (SOUTH C.C.)	0.314
WEST 'D' ROAD	BLOCK C (NORTH C.C.)	0.388
WEST 'F' ROAD	BLOCK E	0.198
WILLIAMS DRIVE	BLOCK B	0.193
	<b>MONTHLY MILEAGE =</b>	<b>29.552</b>

**AGREEMENT FOR EMERGENCY CALL OUT SERVICES FOR REPAIR OF TOWN ROADS WITHIN THE TOWN OF LOXAHATCHEE GROVES**

This **AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”), by and between:

**TOWN OF LOXAHATCHEE GROVES**, a municipal corporation existing under the laws of the state of Florida, hereafter referred to as “TOWN,”

and

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special district existing under the laws of the state of Florida, hereafter referred to as “DISTRICT,” (with the TOWN and DISTRICT each referred to as a “Party” and collectively as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the TOWN is a municipal corporation of the State of Florida, the powers of which are defined in the TOWN's Charter and State law; and

**WHEREAS**, there are roads within the geographical boundaries of the TOWN which are maintained by the Loxahatchee Groves Water District, and other roads under the maintenance and control of the TOWN, which have been designated by the TOWN as “Town Roads,” and are the responsibility of the TOWN; and

**WHEREAS**, the TOWN is in need of services, equipment and materials in the event of an emergency situation to address urgent needs regarding the Town Roads; and

**WHEREAS**, the TOWN undertook a competitive selection process, requesting responses to an Invitation to Bid for Bid No. 2013-01 (the “Bid”); and

**WHEREAS**, the DISTRICT’s response to the Bid (“Response”) was the bid selected by the TOWN Council as the lowest, most responsive bidder for emergency call out services; and

**WHEREAS**, the DISTRICT’s response to the Bid was the bid selected by the TOWN for emergency call outs repairs; and

**WHEREAS**, the DISTRICT has the experience, expertise, equipment, and materials for the emergency call out repair of Town Roads, and is capable of providing the necessary materials and manpower to address emergency repair issues of Town Roads, subject to the agreement of the Parties on criteria for such services, and the TOWN’s agreement to pay for such services and supplies; and,

**WHEREAS**, the TOWN Council and the District Board of Supervisors have determined that this Agreement is in the best interest of the health, safety, and welfare of the residents within the TOWN.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments hereafter set forth, DISTRICT and TOWN agree as follows:

### **ARTICLE I - RECITALS**

- 1.1 The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

### **ARTICLE 2 – EMERGENCY REPAIR OF TOWN ROADS**

- 2.1 Attached hereto as Exhibit “A” and incorporated herein is the Town of Loxahatchee Groves Addendum #2 to Bid No. 2013-01, which is titled “Town Roads List.” This list may be amended by the Parties without amending this Agreement so long as such amendment is in writing and approved by the Parties.
- 2.2 DISTRICT will provide emergency call out services to TOWN as set forth herein. Specifically, the DISTRICT shall furnish all of the materials and labor necessary to perform all of the work described in the specifications to the Bid and Response, as referenced above.
- 2.3 The DISTRICT shall provide emergency call out services to TOWN on an as-needed basis at the discretion of the TOWN. Such emergency call out services shall be performed under separate work authorizations that will allow inclusion of needed materials to complete the necessary repair. Whenever possible, such directives shall be in writing, in advance. However, since the work is categorized as Emergency Repairs, DISTRICT may rely on verbal or electronic communications from the TOWN Manager to proceed with Emergency Repairs, and the formal documentation may be completed subsequently to confirm the work.
- 2.4 DISTRICT hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations in DISTRICT’s Bid when entering into this Agreement with DISTRICT, that DISTRICT has the professional expertise, experience, and manpower to perform the services to be provided by DISTRICT pursuant to the terms of this Agreement. DISTRICT ensures that all equipment used is properly registered. The TOWN reserves the right to verify this information. DISTRICT further represents that it shall comply with all federal, state, and local laws, rules, regulations, and ordinances that may be applicable to the operation of the equipment provided for gravel road grading services. All equipment must be appropriately equipped so drivers can locate equipment from a distance.

- 2.5 DISTRICT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good construction and engineering practice.
- 2.6 DISTRICT agrees that no subcontracting is permitted without the advance, written approval of the TOWN Manager.

### **ARTICLE 3 – PAYMENT**

- 3.1 As set forth in its Bid, DISTRICT shall provide the following services at the following prices to include cost for use of equipment, labor costs, fuel, equipment maintenance, equipment delivery charges, fuel surcharges, and any other charges:
- |                         |        |         |
|-------------------------|--------|---------|
| (a) Emergency Call Outs | Hourly | \$50.00 |
|-------------------------|--------|---------|
- 3.2 Upon the commencement of this Agreement, DISTRICT will provide the TOWN invoices on a monthly basis in a timely manner for work actually completed by DISTRICT for the previous month.
- 3.3 Invoices submitted by DISTRICT to TOWN must be submitted on the fifth (5<sup>th</sup>) day of each month for the previous month's work performed.
- 3.4 All invoices must have a Purchase/Work Authorization number issued by the TOWN before it will be considered for payment.
- 3.5 All invoices must provide sufficient detail reflecting emergency call out repairs performed. If Work Authorization issued for emergency call out repairs, detail of work performed along with a breakdown for additional charges if any for needed materials to complete the necessary repair..
- 3.6 DISTRICT will submit an invoice for costs for such work. Should the TOWN determine that the documentation for emergency road repair is incomplete, it shall request additional information from the DISTRICT within ten (10) working days of receipt of the original invoice.
- 3.7 The TOWN shall pay the DISTRICT within thirty (30) days of receipt of the final written invoice and documentation from the DISTRICT.
- 3.8 The TOWN's obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

#### ARTICLE 4 - TERM OF AGREEMENT

- 4.1 This Agreement shall be deemed to have commenced on the Effective Date provided below, and shall continue for two (2) years with an option for the TOWN to exercise two (2) additional two (2) year periods, or until terminated as provided in Sections 4.2 through 4.7, below. The TOWN shall exercise its option by providing DISTRICT with not less than thirty (30) days written notice prior to the end of the then-current term. The notice period may be waived by the Parties.
- 4.2 Anything to the contrary notwithstanding, minor adjustments to the timetable for completion approved by TOWN in advance, in writing, will not constitute a delay by DISTRICT for which liquidated damages are due. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy, or other cause beyond the control of DISTRICT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by DISTRICT for which liquidated damages are due.
- 4.3 Notwithstanding Section 4.2, this Agreement may be terminated for cause by either Party upon ninety (90) days upon the other Party's failure to timely perform its responsibilities under this Agreement. Such written notice shall be given by the terminating party to the other party setting forth the breach. If the breaching party corrects the breach within thirty (30) days after written notice of same, to the satisfaction of the terminating party, the Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days of receipt of notice of breach, the terminating party may terminate the Agreement.
- 4.4 Termination of this Agreement for cause shall include, but not be limited to: failure of the Parties to suitably perform the services required under this Agreement, and failure of the Parties to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.
- 4.5 The Agreement may be terminated for convenience by the TOWN, as evidenced by the adoption of a resolution by the TOWN. In that event, the TOWN'S sole obligation to DISTRICT shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by DISTRICT up to the time of termination. Upon such termination, the TOWN may, without penalty or other obligation to DISTRICT, elect to employ other persons to perform the same or similar services.
- 4.6 Notice of termination shall be provided in accordance with Article 6, "NOTICES," herein except that notice of termination by TOWN Manager which TOWN Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement. In the event this Agreement is terminated for convenience by the TOWN

Council, DISTRICT shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN's election to terminate, DISTRICT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. DISTRICT acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by DISTRICT, is given as specific consideration to DISTRICT for TOWN's right to terminate this Agreement for convenience.

- 4.7 In the event this Agreement is terminated, any compensation payable by TOWN shall be withheld until all documents are provided to TOWN. In no event shall the TOWN be liable to DISTRICT for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

### **ARTICLE 5 - INDEMNIFICATION; INSURANCE**

- 5.1 Independent Contractor: DISTRICT is an independent contractor and not an employee, agent, or servant of TOWN or its TOWN Council for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State of Florida's unemployment insurance law. DISTRICT further acknowledges that the TOWN's duty under this Agreement is limited to contributing the identified funds to DISTRICT and that DISTRICT will use the funds to perform mowing and vegetation removal services for the maintain Town Roads within the TOWN in the manner provided herein. DISTRICT agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between DISTRICT and the TOWN and the TOWN will not be liable for any obligation incurred by DISTRICT, including but not limited to unpaid minimum wages and/or overtime premiums. In the event a claim or lawsuit is brought against TOWN, its officers, employees, servants or agents, arising from or relating to the DISTRICT improvements or any matter that is the responsibility of DISTRICT under this Agreement, DISTRICT will indemnify and hold harmless the TOWN in the manner and to the extent set forth in Section 5.2, below.
- 5.2 Hold Harmless and Indemnification: DISTRICT hereto agrees, to the extent permitted by law, to:
- (A) indemnify, save and hold harmless the TOWN, its officers, employees, and agents (collectively the "Indemnities"), and to defend said persons from and against any such loss, cost, penalties, fines, damages, claims, expenses (including attorneys' fees) or liabilities, causes of action, and judgments of any type whatsoever arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Agreement which is or is alleged to be directly

or indirectly caused, in whole or in part, by any act, omission, default, or negligence (whether active or passive) of DISTRICT, regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of DISTRICT to comply with any of the provisions of the Agreement or the failure of DISTRICT to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Agreement. DISTRICT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of DISTRICT, or any approved subcontractors, as provided above, for which DISTRICT's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

DISTRICT further agrees to indemnify, defend, and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of any violation of law, ordinance, order, rule, regulation, condition, or requirements, in any related, directly or indirectly, to DISTRICT's performance under the Agreement, compliance with which is left by the Agreement to DISTRICT, and (ii) any and all claims, and/or suits for labor and materials furnished by DISTRICT or utilized in the performance of the Agreement or otherwise.

Where not specifically prohibited by law, DISTRICT further specifically agrees to indemnify, defend, and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to connected with, or growing out of the performance or non-performance of the Agreement which is, or is alleged to be, caused in part (whether joint, concurrent, or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

- (B) The forgoing indemnity shall survive the termination or expiration of this Agreement. A party shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by the TOWN of the liability limits established in Section 768.28, Florida Statutes.

- 5.3 Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the TOWN Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the DISTRICT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. DISTRICT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. DISTRICT shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

5.3.1 REQUIRED INSURANCE

Comprehensive General Liability insurance to cover liability bodily injury, accidental death, and property damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed under DISTRICT. Coverage must be written on an occurrence basis, with the following limits of liability:

- A. Comprehensive General Liability
  - 1. Each Occurrence \$1,000,000
  - 2. General Aggregate 1,000,000
  
- B. Automobile and Truck Liability
  - 1. Each Occurrence \$1,000,000
  - 2. General Aggregate 1,000,000
  
- C. Worker’s Compensation Insurance

Shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer’s Liability \$300,000 each accident  
\$300,000 Disease-policy limit  
\$300,000 Disease-each employee

or such other amount that may be required by Florida law, whichever is greater.

Note: Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage. Comprehensive General Liability Insurance covering bodily injuries

and property damage shall also include coverage for: (a) injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private; (b) collapse of or structural injury to any building or structure except those on which work under this Agreement is being performed; and (c) contractual liabilities related to bodily injury and property damage, i.e. X - explosion, C - Collapse, U - underground.

Automobile and Truck Liability shall cover bodily injury and property damage for the operation of all motor vehicles and equipment, whether or not owned by DISTRICT, being operated in connection with the work performed under this Agreement. Product and Completed Operations coverage shall be included in the amounts specified above for Comprehensive General Liability.

5.3.2 DISTRICT shall name the TOWN as an additional insured on each of the policies required herein and shall hold the CITY harmless on account of claims or damages to persons, property or premises arising out of the services provided hereunder.

5.3.3 Evidence of Insurance. As evidence of insurance coverage, the TOWN may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. DISTRICT shall submit to TOWN evidence of insurance at the time of execution of this Agreement. Written notice shall be given to the TOWN at least thirty (30) days prior to nonrenewal of such insurance coverage.

## **ARTICLE 6 - NOTICES**

- 6.1 Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided for in this article. For the present, the Parties designated the following:

### **TO TOWN OF LOXAHATCHEE GROVES:**

Mayor David Browning  
Town of Loxahatchee Groves  
14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

With copies to:

Mark Kutney, Town Manager  
Town of Loxahatchee Groves

14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

And

Michael D. Cirullo, Jr., Town Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, FL 33308

**TO LOXAHATCHEE GROVES WATER CONTROL DISTRICT:**

Stephen E. Yohe, P.E, District Administrator  
P. O. Box 407  
Loxahatchee Groves, FL 33470

With copy to:

Mary M. Viator, Esq., District Legal Counsel  
Caldwell Pacetti Edwards Schoech & Viator LLP  
One Clearlake Centre  
250 South Australian Avenue, Suite 600  
West Palm Beach, Florida 33401

**ARTICLE 7 - MISCELLANEOUS PROVISIONS**

- 7.1 **ASSIGNMENT:** The Parties to the Agreement shall have NO right to assign, transfer, or otherwise encumber this Agreement, without the express consent of the other party.
- 7.2 **WAIVER:** The waiver by any Party to this Agreement of any failure on the part of another Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 7.3 **THIRD PARTY BENEFICIARIES:** Neither TOWN nor DISTRICT intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based on this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.4 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

- 7.5 **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 7.6 **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations here and that the preparation of this Agreement has been a joint effort. The language agreed to expresses their mutual intent and their resulting documents shall not, solely, as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.7 **APPLICABLE LAW AND VENUE:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the 15<sup>th</sup> Judicial Circuit of Palm Beach County, Florida, and the venue site and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to trial by jury of any such litigation.
- 7.8 **AMENDMENTS:** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both Parties.
- 7.9 **MULTIPLE ORIGINALS:** This Agreement may be fully executed in multiple copies by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.10 **LICENSES.** All drivers must be properly licensed operators, if applicable. DISTRICT is responsible for updating operator information at any time throughout the duration of this Agreement. Failure to do so may be grounds for breach and subsequent termination of this Agreement. DISTRICT shall be responsible for providing phone numbers where employees can be reached. The inability of the TOWN to make contact with DISTRICT or an employee thereof within a reasonable amount of time is cause for the TOWN to terminate this Agreement as described in Section 3 of this Agreement.
- 7.11 **AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.** Pursuant to the Bid and its Response, DISTRICT shall adhere to an affirmative action policy. In the performance of this Agreement, DISTRICT shall not discriminate against any firm, employee or applicant for employment or any other firm/individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

- 7.12 **PROTECTION OF TOWN PROPERTY.** At all times during the performance of this Agreement, DISTRICT shall protect the property of the TOWN and adjacent property owners from all damage whatsoever on account of the work being carried on under this contract.
- 7.13 **CONFLICTS.** DISTRICT and TOWN hereby agree that the following Contract Documents are fully incorporated herein and made a part of this Agreement, as if written herein word for word: TOWN's Bid No. 2013-01 and DISTRICT's Response. In the event that there is any conflict between any of the contract document and the terms of this Agreement, this Agreement shall prevail.
- 7.14 **LEGAL REPRESENTATION.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply due to the joint contribution of both Parties.
- 7.15 **OWNERSHIP OF DOCUMENTS.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of TOWN whether or not the project for which they are made is completed. TOWN hereby agrees to use DISTRICT's work product for its intended purposes.
- 7.16 **NO CONTINGENT FEES.** DISTRICT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DISTRICT, to solicit or secure this Agreement, 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 DISTRICT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.17 **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.18 **EXHIBITS.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 7.19 **HEADINGS.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

- 7.20 **ATTORNEYS' FEES.** In the event that either Party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorneys' fees and court costs in addition to any other remedy afforded by law.
- 7.21 **AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.** TOWN shall have the right to audit the books, records and accounts of DISTRICT that are related to this Agreement. DISTRICT shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. DISTRICT shall preserve and maintain all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless DISTRICT is notified in writing by the TOWN of the need to extend the retention period. Such retention of such records and documents shall be at DISTRICT's expense. DISTRICT shall comply with inspection and reproduction obligations of Florida law relating to public records in its possession. If any audit has been initiated an audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the TOWN to be applicable to DISTRICT's records, DISTRICT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by DISTRICT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, DISTRICT shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, DISTRICT shall provide a complete copy of all working papers to TOWN, prior to final payment, in accordance with this Agreement and the Schedule for DISTRICT's services.

- 7.22 **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.** DISTRICT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from DISTRICT and, any, if applicable, subcontractors and lower tier subcontractors. DISTRICT understands and agrees that in addition to all other remedies and consequences provided by law, failure of DISTRICT or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. DISTRICT shall be responsible for all costs incurred by it or the TOWN as a result of any investigation by the Inspector General which results in an adverse determination caused by DISTRICT, and if applicable, subcontractors and lower tier subcontractors.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement between TOWN and DISTRICT on the respective dates under each signature: TOWN, signing by and through its \_\_\_\_\_, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2013 and the DISTRICT, signing by and through its \_\_\_\_\_, authorized to execute same by Board of Supervisor’s action on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Executed by **TOWN** this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**TOWN OF LOXAHATCHEE GROVES,**  
a Florida Municipal Corporation

ATTEST:

By \_\_\_\_\_  
David Browning  
Mayor

\_\_\_\_\_  
Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

Executed by **DISTRICT** this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT,** an Independent Special District of the State of Florida

ATTEST:

By \_\_\_\_\_  
David DeMarois  
Chairman

\_\_\_\_\_  
Secretary

[DISTRICT SEAL]

**EXHIBIT "A":  
TOWN ROADS LIST**

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**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
10TH PLACE NORTH	BLOCK B	0.081
11TH LANE NORTH	BLOCK F	0.351
11TH TERRACE	BLOCK C	0.244
12TH PLACE NORTH	BLOCK E	0.197
131ST TERRACE NORTH	BLOCK F	0.147
13TH PLACE NORTH	BLOCK F (FOLSOM)	0.282
13TH PLACE NORTH	BLOCK F (F ROAD)	0.166
140TH STREET NORTH	CUT-THRU / SUNSPORT	0.100
145TH AVENUE NORTH	T: 43S / R: 41E	0.457
147TH AVENUE NORTH	BLOCK C	0.126
147TH DRIVE NORTH	BLOCK C	0.115
148TH TERRACE NORTH	T: 43S / R: 41E	0.339
149TH AVENUE NORTH	BLOCK I	0.126
14TH PLACE NORTH	BLOCK E	0.257
152ND WAY NORTH	BLOCK B	0.068
160TH STREET NORTH	T: 43S / R: 41E	0.394
161ST TERRACE NORTH	T: 43S / R: 40E	2.014
17TH ROAD NORTH	BLOCK B	0.076
21ST ROAD NORTH	BLOCK C	0.126
22ND COURT NORTH	BLOCK F	0.292
22ND ROAD NORTH	BLOCK C (C ROAD)	0.248
22ND ROAD NORTH	BLOCK E (E ROAD)	0.156
22ND ROAD NORTH	BLOCK F (F ROAD)	0.210
23RD COURT NORTH	BLOCK E	0.189
24TH CIRCLE NORTH	BLOCK C	0.177
24TH COURT NORTH	BLOCK C (C ROAD)	0.282
24TH COURT NORTH	BLOCK D (E ROAD)	0.194
24TH COURT NORTH	BLOCK E (WEST F)	0.250
24TH COURT NORTH	BLOCK F (EAST F)	0.406
25TH PLACE NORTH	BLOCK B (C ROAD)	0.136
27TH LANE NORTH	BLOCK C	0.135
30TH COURT NORTH	BLOCK B (C ROAD)	0.141
30TH COURT NORTH	BLOCK D (D ROAD)	0.132
34TH PLACE NORTH	BLOCK C	0.135

**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
35TH PLACE NORTH	BLOCK D	0.127
41ST ROAD NORTH	T: 43S / R: 41E	0.068
42ND ROAD NORTH	T: 43S / R: 41E	0.153
42ND STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.234
43RD ROAD NORTH	T: 43S / R: 41E (GLOBAL)	0.194
43RD ROAD NORTH	T: 43S / R: 41E (140TH)	0.394
44TH STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.235
8TH PLACE NORTH	BLOCK C	0.319
APRIL DRIVE	BLOCK C	0.164
BIDDIX ROAD	BLOCK D	0.191
BRYAN ROAD	BLOCK F	0.749
BUNNY LANE	BLOCK C	0.244
CANAL MAINTENANCE RD	T: 43S / R: 41E (40TH ST N)	1.462
(WILSON) CASEY ROAD	BLOCK F	0.748
CITRUS DRIVE	BLOCK K	0.243
COMPTON ROAD	BLOCK F	0.748
EAST CITRUS DRIVE	BLOCK K	0.501
EDITH ROAD	BLOCK E	0.197
FARLEY ROAD	BLOCK E	0.197
FERRIS LANE	BLOCK A	0.194
FLAMINGO DRIVE	BLOCK C	0.186
FOREST LANE	BLOCK B	0.188
FORTNER DRIVE	BLOCK B (B ROAD)	0.126
FORTNER DRIVE	BLOCK B (C ROAD)	0.135
FOX TRAIL	BLOCK E	0.204
GLOBAL TRAIL	T: 43S / R: 41E	0.519
GREAT DANE LANE	BLOCK F	0.130
GRUBER LANE	BLOCK C	0.489
HYDE PARK ROAD	BLOCK E	0.518
IAN TRAIL	T: 43S / R: 41E	0.384
JEWEL LANE	BLOCK B	0.103
KAZEE ROAD	BLOCK G	0.432
KERRY LANE	BLOCK E	0.260
LOS ANGELES DRIVE	BLOCK B	0.244

**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
LOXAHATCHEE AVENUE	BLOCK K	0.180
MARCELLA BOULEVARD	BLOCK F	0.749
MARCH CIRCLE	BLOCK F	0.174
MORROW COURT	BLOCK B	0.180
ORANGE AVENUE	BLOCK K	0.075
PARADISE TRAIL	BLOCK C	0.186
PERKINS DRIVE	BLOCK F	0.336
PINEAPPLE DRIVE	BLOCK I	0.434
QUAIL ROAD	BLOCK F	0.135
RACKLEY ROAD	BLOCK F	0.146
RAYMOND DRIVE	BLOCK F	0.337
ROBERTS WAY	BLOCK B	0.229
SALLY'S ALLEY	BLOCK B	0.244
SAN DIEGO DRIVE	BLOCK B	0.244
SCOTTS PLACE	BLOCK B	0.213
SHAMROCK DRIVE	BLOCK B	0.244
SIXTH COURT NORTH	BLOCK I (WEST D)	0.177
SIXTH COURT NORTH	BLOCK K (EAST D)	1.733
SNAIL TRAIL	BLOCK C	0.244
TANGERINE DRIVE	BLOCK K	0.510
TEMPLE DRIVE	BLOCK I	0.100
TIMBERLANE PLACE	BLOCK B	0.219
TRIPP ROAD	BLOCK D	0.242
VALENCIA DRIVE	BLOCK K	0.136
WEST "B" ROAD	BLOCK A	0.340
WEST "C" ROAD	BLOCK B	0.623
WEST "D" ROAD	BLOCK I (SOUTH C.C.)	0.314
WEST 'D' ROAD	BLOCK C (NORTH C.C.)	0.388
WEST 'F' ROAD	BLOCK E	0.198
WILLIAMS DRIVE	BLOCK B	0.193
	<b>MONTHLY MILEAGE =</b>	<b>29.552</b>



11. b. ITB 2013-001 Gravel Road Grading, Mowing and Vegetative Removal Services – Contract Approval  
for C & C Loader

**AGREEMENT FOR MAINTENANCE OF MOWING & VEGETATIVE  
REMOVAL SERVICES WITHIN THE TOWN OF LOXAHATCHEE  
GROVES**

This **AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”), by and between:

**TOWN OF LOXAHATCHEE GROVES**, a municipal corporation existing under the laws of the state of Florida, hereafter referred to as “TOWN,”  
and

**C&C LOADER SERVICE, INC.**, a company authorized to do business in the State of Florida, with a principal address of 1128 Royal Palm Beach Boulevard, #282, West Palm Beach, FL 33411, hereafter referred to as “C&C” (with the TOWN and C&C each referred to as a “Party” and collectively as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the TOWN is a municipal corporation of the State of Florida, the powers of which are defined in the TOWN's Charter and State law; and

**WHEREAS**, there are roads within the geographical boundaries of the TOWN which are under the maintenance and control of the TOWN, which have been designated by the TOWN as “Town Roads,” and are the responsibility of the TOWN; and

**WHEREAS**, the TOWN is in need of services, equipment and materials for mowing and vegetative removal services for the Town Roads; and

**WHEREAS**, the TOWN desires professional services to perform certain maintenance of mowing and vegetative removal services, as described herein; and

**WHEREAS**, the TOWN undertook a competitive selection process, requesting an Invitation to Bid for Bid No. 2013-01 (the “Bid”); and

**WHEREAS**, C&C’s response to the Bid (“Response”) was the bid selected by the TOWN Council as the lowest, most responsive bidder for maintenance of mowing and vegetative removal services; and

**WHEREAS**, C&C represented that it has the necessary experience of mowing, , and vegetative removal services, and is capable of providing such services to the TOWN for its Town Roads, subject to the agreement of the parties on criteria for such services, and the TOWN’s agreement to pay for such services; and

**WHEREAS**, the Town Council and C&C have determined that this Agreement is in the best interest of the health, safety, and welfare of the residents within the TOWN.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, C&C and TOWN agree as follows:

### **ARTICLE I - RECITALS**

- 1.1 The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

### **ARTICLE 2 – MOWING AND VEGETATIVE REMOVAL SERVICES**

- 2.1 Attached hereto as Exhibit “A” and incorporated herein is the Town of Loxahatchee Groves’ Addendum #2 to Bid No. 2013-01, which is titled “Town Roads List.” This list may be amended by the TOWN without amending this Agreement so long as such amendment is in writing and approved by both Parties.
- 2.2 C&C will provide mowing and vegetative removal services to TOWN as set forth herein. Specifically, C&C shall furnish all of the materials and labor necessary to perform all of the work described in the specifications to the Bid and Response for Mowing and Vegetative Services.
- 2.3 Mowing maintenance will be performed on the road segments no less than eight (8) times per year pursuant to a schedule agreed upon by the Parties. Notwithstanding the foregoing, the TOWN shall have no obligation to engage the services of C&C for a specified number of times.
- 2.4 Trimming and/or removing trees and shrubbery that create a hazard to roadway users will be performed on all the TOWN road segments on an as-needed when-needed basis, but only with the advance, written direction and approval of the Town Manager. Such written direction shall include the Scope of Service and the approved allocated costs for the work.
- 2.5 C&C hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with C&C, that C&C has the professional expertise, experience, and manpower to perform the services to be provided by C&C pursuant to the terms of this Agreement. C&C ensures that all equipment used is properly registered. The TOWN reserves the right to verify this information. C&C further represents that it shall comply with all federal, state, and local laws, rules, regulations, and ordinances that may be applicable to the operation of the equipment provided for Mowing and Vegetative Removal Services. All equipment must be equipped with a revolving or flashing amber light.
- 2.6 C&C assumes professional and technical responsibility for performance of its services to

be provided hereunder in accordance with recognized professional standards of good construction and engineering practice.

- 2.7 C&C agrees that no subcontracting is permitted without the advance, written approval of the Town Manager.

### **ARTICLE 3 – PAYMENT**

- 3.1 As set forth in its Response, C&C shall provide the following services at the following prices that includes cost for use of equipment, labor costs, fuel, equipment maintenance, equipment delivery charges, fuel surcharges, and any other charges:

(a) Mowing	Hourly	\$40.00
(b) Vegetative Removal	Cubic Yard	\$ 3.50
(c) Vegetative Removal Dumping Fees	Cubic Yard	\$ 3.50

Pursuant to its Response, C&C will cover the cost of any dump fees for the vegetation removal.

- 3.2 Upon the commencement of this Agreement, C&C will provide the TOWN invoices on a monthly basis in a timely manner for work actually completed by C&C for the previous month.
- 3.3 Invoices submitted by C&C to TOWN must be submitted on the fifth (5<sup>th</sup>) day of each month for the previous month's work performed.
- 3.4 All invoices must have a Purchase/Work Authorization number issued by the TOWN before it will be considered for payment.
- 3.5 All invoices must provide sufficient detail reflecting areas mowed and vegetative removal performed on specific roads.
- 3.6 Upon completion of the mowing and vegetative removal services, C&C will submit an invoice for costs for such work performed . Should the TOWN determine that the documentation for a mowing or vegetative removal job is incomplete, it shall request additional information from C&C within ten (10) working days of receipt of the original invoice.
- 3.7 The TOWN shall pay C&C within thirty (30) days of receipt of the final written invoice and documentation from C&C.
- 3.8 The TOWN's obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

### **ARTICLE 4 - TERM OF AGREEMENT**

- 4.1 This Agreement shall be deemed to have commenced on the Effective Date, and shall continue for two (2) years with an option for the TOWN to exercise two (2) additional two (2) year periods, or until terminated as provided in Sections 4.2 through 4.7, below. The TOWN shall exercise its option by providing C&C with not less than thirty (30) days written notice prior to the end of the then-current term. The notice period may be waived by the Parties.
- 4.2 Anything to the contrary notwithstanding, minor adjustments to the timetable for completion approved by TOWN in advance, in writing, will not constitute a delay by C&C for which liquidated damages are due. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy, or other cause beyond the control of C&C shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by C&C for which liquidated damages are due.
- 4.3 Notwithstanding Section 4.2, this Agreement may be terminated for cause by either Party upon ninety (90) days upon the other Party's failure to timely perform its responsibilities under this Agreement. Such written notice shall be given by the terminating party to the other party setting forth the breach. If the breaching party corrects the breach within thirty (30) days after written notice of same, to the satisfaction of the terminating party, the Agreement shall remain in full force and effect. If such breach is not corrected within thirty (30) days of receipt of notice of breach, the terminating party may terminate the Agreement.
- 4.4 Termination of this Agreement for cause shall include, but not be limited to: failure of the Parties to suitably perform the services required under this Agreement, and failure of the Parties to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.
- 4.5 The Agreement may be terminated for convenience by the TOWN, as evidenced by the adoption of a resolution by the TOWN. In that event, the TOWN'S sole obligation to C & C shall be payment for services for work previously authorized and performed. Such payment shall be determined on the basis of the hours or percentage of work performed by C&C up to the time of termination. Upon such termination, the TOWN may, without penalty or other obligation to the C&C, elect to employ other persons to perform the same or similar services.
- 4.6 Notice of termination shall be provided in accordance with Article 6, "NOTICES," herein except that notice of termination by Town Manager which Town Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement. In the event this Agreement is terminated for convenience by the Town

Council, C&C shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN's election to terminate, C&C shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. C&C acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by C&C, is given as specific consideration to C&C for TOWN's right to terminate this Agreement for convenience.

- 4.7 In the event this Agreement is terminated, any compensation payable by TOWN shall be withheld until all documents are provided to TOWN. In no event shall the TOWN be liable to C&C for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

### **ARTICLE 5 - INDEMNIFICATION; INSURANCE**

- 5.1 Independent Contractor: C&C is an independent contractor and not an employee, agent, or servant of TOWN or its TOWN Council for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State of Florida's unemployment insurance law. C&C further acknowledges that the TOWN's duty under this Agreement is limited to contributing the identified funds to C&C and that C&C will use the funds to perform mowing and vegetation removal services for the maintain Town Roads within the TOWN in the manner provided herein. C&C agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between C&C and the TOWN and the TOWN will not be liable for any obligation incurred by C&C, including but not limited to unpaid minimum wages and/or overtime premiums. In the event a claim or lawsuit is brought against TOWN, its officers, employees, servants or agents, arising from or relating to the C&C improvements or any matter that is the responsibility of C&C under this Agreement, C&C will indemnify and hold harmless the TOWN in the manner and to the extent set forth in Section 5.2, below.

- 5.2 Hold Harmless and Indemnification: C&C hereto agrees, to the extent permitted by law, to:

- (A) indemnify, save and hold harmless the TOWN, its officers, employees, and agents (collectively the "Indemnities"), and to defend said persons from and against any such loss, cost, penalties, fines, damages, claims, expenses (including attorneys' fees) or liabilities, causes of action, and judgments of any type whatsoever arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default, or negligence

(whether active or passive) of C&C, regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of C&C to comply with any of the provisions of the Agreement or the failure of C&C to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Agreement. C&C expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of C&C, or any approved subcontractors, as provided above, for which C&C's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

C&C further agrees to indemnify, defend, and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of any violation of law, ordinance, order, rule, regulation, condition, or requirements, in any related, directly or indirectly, to C&C's performance under the Agreement, compliance with which is left by the Agreement to C&C, and (ii) any and all claims, and/or suits for labor and materials furnished by C&C or utilized in the performance of the Agreement or otherwise.

Where not specifically prohibited by law, C&C further specifically agrees to indemnify, defend, and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to connected with, or growing out of the performance or non-performance of the Agreement which is, or is alleged to be, caused in part (whether joint, concurrent, or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

- (B) The forgoing indemnity shall survive the termination or expiration of this Agreement. A party shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by the TOWN of the liability limits established in Section 768.28, Florida Statutes.

- 5.3 Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the TOWN Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the C&C shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. C&C shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. C&C shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

### 5.3.1 REQUIRED INSURANCE

Comprehensive General Liability insurance to cover liability bodily injury, accidental death, and property damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed under C&C. Coverage must be written on an occurrence basis, with the following limits of liability:

- |    |                                 |             |
|----|---------------------------------|-------------|
| A. | Comprehensive General Liability |             |
| 1. | Each Occurrence                 | \$1,000,000 |
| 2. | General Aggregate               | 1,000,000   |
| B. | Automobile and Truck Liability  |             |
| 1. | Each Occurrence                 | \$1,000,000 |
| 2. | General Aggregate               | 1,000,000   |
| C. | Worker's Compensation Insurance |             |

Shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- |    |                       |                                 |
|----|-----------------------|---------------------------------|
| A. | Worker's Compensation | Statutory                       |
| B. | Employer's Liability  | \$300,000 each accident         |
|    |                       | \$300,000 Disease-policy limit  |
|    |                       | \$300,000 Disease-each employee |

or such other amount that may be required by Florida law, whichever is greater.

Note: Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage. Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for: (a) injury to or destruction of wires,

pipes, conduits, and similar property located below the surface of the ground, whether public or private; (b) collapse of or structural injury to any building or structure except those on which work under this Agreement is being performed; and (c) contractual liabilities related to bodily injury and property damage, i.e. X - explosion, C - Collapse, U - underground.

Automobile and Truck Liability shall cover bodily injury and property damage for the operation of all motor vehicles and equipment, whether or not owned by C&C, being operated in connection with the work performed under this Agreement. Product and Completed Operations coverage shall be included in the amounts specified above for Comprehensive General Liability.

5.3.2 C&C shall name the TOWN as an additional insured on each of the policies required herein and shall hold the TOWN harmless on account of claims or damages to persons, property or premises arising out of the services provided hereunder.

5.3.3 Evidence of Insurance. As evidence of insurance coverage, the TOWN may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. C&C shall submit to TOWN evidence of insurance at the time of execution of this Agreement. Written notice shall be given to the TOWN at least thirty (30) days prior to nonrenewal of such insurance coverage.

## **ARTICLE 6 - NOTICES**

- 6.1 Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided for in this article. For the present, the Parties designated the following:

### **TO TOWN OF LOXAHATCHEE GROVES:**

Mayor David Browning  
Town of Loxahatchee Groves  
14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

With copies to:

Mark Kutney, Town Manager  
Town of Loxahatchee Groves

14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

And

Michael D. Cirullo, Jr., Town Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, FL 33308

**TO C&C LOADER SERVICE, INC.:**

John Choquette, President  
1128 Royal Palm Beach Boulevard, #282  
West Palm Beach, FL 33411

With a copy to:

John Choquette, President  
12056 F Road  
Loxahatchee, FL 33470

**ARTICLE 7 - MISCELLANEOUS PROVISIONS**

- 7.1 **ASSIGNMENT:** The Parties to the Agreement shall have no right to assign, transfer, or otherwise encumber this Agreement, without the express consent of the other party.
- 7.2 **WAIVER:** The waiver by any Party to this Agreement of any failure on the part of another Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- 7.3 **THIRD PARTY BENEFICIARIES:** Neither TOWN nor C&C intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based on this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.4 **SEVERABILITY:** The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

- 7.5 **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 7.6 **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations here and that the preparation of this Agreement has been a joint effort. The language agreed to expresses their mutual intent and their resulting documents shall not, solely, as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.7 **APPLICABLE LAW AND VENUE:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the 15<sup>th</sup> Judicial Circuit of Palm Beach County, Florida, and the venue site and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to trial by jury of any such litigation.
- 7.8 **AMENDMENTS:** No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both Parties.
- 7.9 **MULTIPLE ORIGINALS:** This Agreement may be fully executed in multiple copies by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.10 **LICENSES.** All drivers must be properly licensed operators, if applicable. C&C is responsible for updating operator information at any time throughout the duration of this Agreement. Failure to do so may be grounds for breach and subsequent termination of this Agreement. C&C shall be responsible for providing phone numbers where employees can be reached. The inability of the TOWN to make contact with C&C or an employee thereof within a reasonable amount of time is cause for the TOWN to terminate this Agreement or to use other contractors as described in Section 4 of this Agreement.
- 7.11 **AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.** Pursuant to the Bid and Response, C&C shall adhere to an affirmative action policy. In the performance of this Agreement, C&C shall not discriminate against any firm, employee or applicant for employment or any other firm/individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

- 7.12 **PROTECTION OF PROPERTY.** At all times during the performance of this Agreement, C&C shall protect the property of the TOWN and adjacent property owners from all damage whatsoever on account of the work being carried on under this contract.
- 7.13 **CONFLICTS IN DOCUMENTS.** C&C and TOWN hereby agree that the following Contract Documents are fully incorporated herein and made a part of this Agreement to the extent not in conflict with this Agreement, as if written herein word for word: TOWN's Bid No. 2013-01 and C&C's Response. In the event that there is any conflict between any of the contract document and the terms of this Agreement, this Agreement shall prevail.
- 7.14 **LEGAL REPRESENTATION.** It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the Party preparing same shall not apply due to the joint contribution of both Parties.
- 7.15 **OWNERSHIP OF DOCUMENTS.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of TOWN whether or not the project for which they are made is completed. TOWN hereby agrees to use C&C's work product for its intended purposes.
- 7.16 **NO CONTINGENT FEES.** C&C warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the C&C, to solicit or secure this Agreement, 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 C&C, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 7.17 **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.18 **EXHIBITS.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 7.19 **HEADINGS.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

- 7.20 **ATTORNEYS' FEES.** In the event that either Party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorneys' fees and court costs in addition to any other remedy afforded by law.
- 7.21 **AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.** TOWN shall have the right to audit the books, records and accounts of C&C that are related to this Agreement. C&C shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. C&C shall preserve and maintain all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless C&C is notified in writing by the TOWN of the need to extend the retention period. Such retention of such records and documents shall be at C&C's expense. C&C shall comply with inspection and reproduction obligations of Florida law relating to public records in its possession. If any audit has been initiated an audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the TOWN to be applicable to C&C's records, C&C shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by C&C. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, C&C shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, C&C shall provide a complete copy of all working papers to TOWN, prior to final payment, in accordance with this Agreement and the Schedule for C&C's services.

- 7.22 **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.** C&C is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from C&C and, any, if applicable, subcontractors and lower tier subcontractors. C&C understands and agrees that in addition to all other remedies and consequences provided by law, failure of C&C or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. C&C shall be responsible for all costs incurred by it or the TOWN as a result of any investigation by the Inspector General which results in an adverse determination caused by C&C, and if applicable, subcontractors and lower tier subcontractors.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement between TOWN and C&C Loader Service, Inc., on the respective dates under each signature: TOWN, signing by and through its \_\_\_\_\_, authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_, 2013 and C&C Loader Service, Inc., signing by and through its \_\_\_\_\_, authorized to execute same by action on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Executed by **TOWN** this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**TOWN OF LOXAHATCHEE GROVES,**  
a Florida Municipal Corporation

ATTEST:

By \_\_\_\_\_  
David Browning  
Mayor

\_\_\_\_\_  
Town Clerk

[TOWN SEAL]

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

Executed by **C&C LOADER SERVICE, INC.** this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**C&C LOADER SERVICE, INC.,** a State of Florida corporation

ATTEST:

By \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Secretary

**EXHIBIT A:**  
**TOWN ROADS LIST**

H:\\_GOV CLIENTS\LOX 1574\\_070240 GM\AGMTS 2013\Vegetation & Mowing - C&C.docx

**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
10TH PLACE NORTH	BLOCK B	0.081
11TH LANE NORTH	BLOCK F	0.351
11TH TERRACE	BLOCK C	0.244
12TH PLACE NORTH	BLOCK E	0.197
131ST TERRACE NORTH	BLOCK F	0.147
13TH PLACE NORTH	BLOCK F (FOLSOM)	0.282
13TH PLACE NORTH	BLOCK F (F ROAD)	0.166
140TH STREET NORTH	CUT-THRU / SUNSPORT	0.100
145TH AVENUE NORTH	T: 43S / R: 41E	0.457
147TH AVENUE NORTH	BLOCK C	0.126
147TH DRIVE NORTH	BLOCK C	0.115
148TH TERRACE NORTH	T: 43S / R: 41E	0.339
149TH AVENUE NORTH	BLOCK I	0.126
14TH PLACE NORTH	BLOCK E	0.257
152ND WAY NORTH	BLOCK B	0.068
160TH STREET NORTH	T: 43S / R: 41E	0.394
161ST TERRACE NORTH	T: 43S / R: 40E	2.014
17TH ROAD NORTH	BLOCK B	0.076
21ST ROAD NORTH	BLOCK C	0.126
22ND COURT NORTH	BLOCK F	0.292
22ND ROAD NORTH	BLOCK C (C ROAD)	0.248
22ND ROAD NORTH	BLOCK E (E ROAD)	0.156
22ND ROAD NORTH	BLOCK F (F ROAD)	0.210
23RD COURT NORTH	BLOCK E	0.189
24TH CIRCLE NORTH	BLOCK C	0.177
24TH COURT NORTH	BLOCK C (C ROAD)	0.282
24TH COURT NORTH	BLOCK D (E ROAD)	0.194
24TH COURT NORTH	BLOCK E (WEST F)	0.250
24TH COURT NORTH	BLOCK F (EAST F)	0.406
25TH PLACE NORTH	BLOCK B (C ROAD)	0.136
27TH LANE NORTH	BLOCK C	0.135
30TH COURT NORTH	BLOCK B (C ROAD)	0.141
30TH COURT NORTH	BLOCK D (D ROAD)	0.132
34TH PLACE NORTH	BLOCK C	0.135

**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
35TH PLACE NORTH	BLOCK D	0.127
41ST ROAD NORTH	T: 43S / R: 41E	0.068
42ND ROAD NORTH	T: 43S / R: 41E	0.153
42ND STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.234
43RD ROAD NORTH	T: 43S / R: 41E (GLOBAL)	0.194
43RD ROAD NORTH	T: 43S / R: 41E (140TH)	0.394
44TH STREET NORTH	T: 43S / R: 41E (OFF 160TH)	0.235
8TH PLACE NORTH	BLOCK C	0.319
APRIL DRIVE	BLOCK C	0.164
BIDDIX ROAD	BLOCK D	0.191
BRYAN ROAD	BLOCK F	0.749
BUNNY LANE	BLOCK C	0.244
CANAL MAINTENANCE RD	T: 43S / R: 41E (40TH ST N)	1.462
(WILSON) CASEY ROAD	BLOCK F	0.748
CITRUS DRIVE	BLOCK K	0.243
COMPTON ROAD	BLOCK F	0.748
EAST CITRUS DRIVE	BLOCK K	0.501
EDITH ROAD	BLOCK E	0.197
FARLEY ROAD	BLOCK E	0.197
FERRIS LANE	BLOCK A	0.194
FLAMINGO DRIVE	BLOCK C	0.186
FOREST LANE	BLOCK B	0.188
FORTNER DRIVE	BLOCK B (B ROAD)	0.126
FORTNER DRIVE	BLOCK B (C ROAD)	0.135
FOX TRAIL	BLOCK E	0.204
GLOBAL TRAIL	T: 43S / R: 41E	0.519
GREAT DANE LANE	BLOCK F	0.130
GRUBER LANE	BLOCK C	0.489
HYDE PARK ROAD	BLOCK E	0.518
IAN TRAIL	T: 43S / R: 41E	0.384
JEWEL LANE	BLOCK B	0.103
KAZEE ROAD	BLOCK G	0.432
KERRY LANE	BLOCK E	0.260
LOS ANGELES DRIVE	BLOCK B	0.244

**ADDENDUM #2****Town Roads List**

<b>TOWN ROAD NAME</b>	<b>PLAT DESIGNATION</b>	<b>MILEAGE</b>
LOXAHATCHEE AVENUE	BLOCK K	0.180
MARCELLA BOULEVARD	BLOCK F	0.749
MARCH CIRCLE	BLOCK F	0.174
MORROW COURT	BLOCK B	0.180
ORANGE AVENUE	BLOCK K	0.075
PARADISE TRAIL	BLOCK C	0.186
PERKINS DRIVE	BLOCK F	0.336
PINEAPPLE DRIVE	BLOCK I	0.434
QUAIL ROAD	BLOCK F	0.135
RACKLEY ROAD	BLOCK F	0.146
RAYMOND DRIVE	BLOCK F	0.337
ROBERTS WAY	BLOCK B	0.229
SALLY'S ALLEY	BLOCK B	0.244
SAN DIEGO DRIVE	BLOCK B	0.244
SCOTTS PLACE	BLOCK B	0.213
SHAMROCK DRIVE	BLOCK B	0.244
SIXTH COURT NORTH	BLOCK I (WEST D)	0.177
SIXTH COURT NORTH	BLOCK K (EAST D)	1.733
SNAIL TRAIL	BLOCK C	0.244
TANGERINE DRIVE	BLOCK K	0.510
TEMPLE DRIVE	BLOCK I	0.100
TIMBERLANE PLACE	BLOCK B	0.219
TRIPP ROAD	BLOCK D	0.242
VALENCIA DRIVE	BLOCK K	0.136
WEST "B" ROAD	BLOCK A	0.340
WEST "C" ROAD	BLOCK B	0.623
WEST "D" ROAD	BLOCK I (SOUTH C.C.)	0.314
WEST 'D' ROAD	BLOCK C (NORTH C.C.)	0.388
WEST 'F' ROAD	BLOCK E	0.198
WILLIAMS DRIVE	BLOCK B	0.193
	<b>MONTHLY MILEAGE =</b>	<b>29.552</b>



11. c. RFQ 2013-001 Professional Engineering Services – Ratification of Selected Respondents



**TOWN OF LOXAHATCHEE GROVES**  
**OFFICE OF THE TOWN MANAGER**  
**AGENDA REPORT**

**TO:** Mayor and Town Council

**FROM:** Mark A. Kutney, Town Manager, AICP, ICMA-CM

**DATE:** May 14, 2013

**SUBJECT:** Request For Qualifications RFQ No. 2013-001 Professional Engineering Services-  
Town Council Ratification of Selected Respondents

**I. BACKGROUND/HISTORY**

During the last year it was discovered that the Town and its current Engineering vendor did not have a signed contract to provide engineering services. Further, the Town Management Staff recommended that due to future identified projects it would be necessary to engage several Engineering Consultants for Town assignments. Town Council authorized Town Management to proceed and procure professional engineering services. Town Management prepared and issued RFQ No. 2013-001 for professional engineering services that included: General Town Engineering Services; Traffic Engineering Services; Land Surveying Services; Environmental Engineering Services; and Civil Engineering Inspection Services.

The RFQ was issued and noticed on the Town's web site on February 1, 2013 and published in the Palm Beach Post on February 7 and February 12, 2013. The RFQ was also available at the Onvia website. The due date for respondents to submit their RFQ transmittals was March 22, 2013 at 2:00 p.m. On March 22<sup>nd</sup> the Town received nine (9) transmittals for engineering services and one (1) transmittal for land surveying services. Attached is a copy of the submittal sheet by respondents to the RFQ. In accordance with Florida Statute 287.055, the "Consultants' Competitive Negotiation Act" and to assist Town Management in the review of the RFQ respondents, a working group was convened to review the RFQ transmittals and serve as a Selection Committee for ranking and selection. The working group consisted of Stephen Yohe, District Administrator of the Loxahatchee Groves Water Control District, Jim Fleischmann, Town Planning Consultant, Dr. Bill Louda, a member of the Roadways, Equestrian Trails and Greenways Committee (RETGAC) and the Town Manager.

The working group/selection committee met on April 30, 2013 to review the respondents and rank the Top three firms in each category. After further review, the Town Management Staff decided to roll in environmental engineering and civil engineering inspection services with the general town engineering services.

The working group/selection committee selected Erdman & Anthony; Keshavarz & Associates; and Simmons & White, Inc. to give presentations for general town engineering services. For land surveying services, the committee selected A & B Engineering; Keshavarz & Associates; and Keith and Schnars. For traffic engineering services, the committee chose Simmons & White, Inc.; Stanley Consultants; and Calvin Giordano & Associates.

## **II. DISCUSSION**

On May 9, 2013 the working group/selection committee heard presentations from the aforementioned firms above. Upon completion of the presentations, the selection committee recommended the following: general town engineering – **Keshavarz & Associates**; land surveying services- **A & B Engineering**; and traffic engineering services – **Simmons & White, Inc.** Copies of the selected firms transmittals are attached to this agenda item. The Town Council may ratify the choices of the working group/selection committee or opt to entertain presentations from any of the firms.

## **III. FISCAL IMPACT**

Dependent upon the volume of work awarded and projects undertaken

## **IV. ATTACHMENTS**

Submittal Sheet of Respondents to the RFQ

Correspondence to the Short Listed Firms with May 9, 2013 Schedule

Selected Firms RFQ submittals ( Keshavarz & Associates; A & B Engineering and Simmons & White, Inc.).

## **V. REQUIRED ACTION**

Ratify the recommended firms by the working group/selection committee and authorize the Town Manager and Town Attorney to draft a contract and complete a competitive negotiation with the most qualified firm for Town Council Approval.

RFQ 2013-001  
Professional Engineering Services  
March 22, 2013 - 2:00 PM

Vendor	General				
	Town Engineering	Traffic Engineering	Land Surveying	Environmental Engineering	Civil/Inspection Services
Wantman Group	Yes	/	/	/	/
Keith & Schnars	Yes	Yes	Yes	no	Yes
A&B Engineering	No	No	Yes	No	No
Keshavarz & Associates	Yes	No	Yes	No	Yes
Stanley Consultants	Yes	No	No	No	No
Erdman & Anthony	Yes	No	No	No	No
Calvin Giordano & Associates	Yes	No	No	No	No
Simmmons & White	Yes	Yes	No	No	Yes
Chen Moore	Yes	/	/	/	Yes
AMEC	Yes	Yes	Yes	Yes	Yes

# Town of Loxahatchee Groves Proposal Summary Sheet

Proposal for: RFQ 2013-001 Professional Engineering Services Date: April 30, 2013; 9:00 a.m. – 10:10 a.m.

No. of Proposals Received: 10  
6

## VENDORS

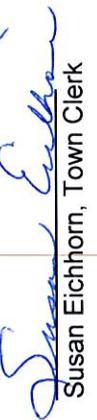
### DESCRIPTION

Requirements:

General Town Engineering	1. Erdman & Anthony	2. Keshavarz & Assoc.	3. Simmons & White	Back up = Stanley Consultants
Land Surveying	1. A & B Engineering	2. Keshavarz & Assoc.	3. Keith & Schnars	Back up = Erdman & Anthony
Traffic Engineering	1. Simmons & White	2. Stanley Consultants	3. Calvin Giordano & Associates	Back up = Keith & Schnars

Signatures of Town of Loxahatchee Groves Personnel Present:

  
Mark Kutney, Town Manager

  
Susan Eichhorn, Town Clerk



## Town of Loxahatchee Groves

14579 Southern Boulevard, Suite 2 ▪ Loxahatchee Groves, Florida 33470 ▪ (561) 793-2418 Phone ▪ (561) 793-2420 Fax ▪ [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov)

May 14, 2013

Keshavarz & Associates  
Attn: Maziar Keshavarz, P.E.  
711 N. Dixie Highway, Suite 201  
West Palm Beach, FL 33401

Re: Request for Qualifications 2013-001  
Professional Engineering Services

Dear Mr. Keshavarz:

Thank you for your presentation on May 9, 2013. After hearing and reviewing all presentations our Working Group/Selection Committee ranked the top firms for the following categories:

General Engineering: Keshavarz & Associates.  
Land Surveying: A & B Engineering  
Traffic Engineering: Simmons & White

These firms will be considered for ratification by the Town Council at the May 21, 2013, Town Council Meeting. At that time, the Town Council may ratify the selection, or request that one or more of the firms provide a presentation to the Town Council at a future date. We will keep you informed of the ratification or a request for presentation.

Should you require any further information, please contact our offices.

Thank You.

Sincerely,

  
Susan Eichhorn  
Town Clerk

Cc: Mark Kutney, Town Manager  
Jim Fleischmann, Town Planning Consultant  
Stephen E. Yohe, Loxahatchee Groves Water Control District Administrator  
Dr. Bill Louda, Committee Member - Roadway, Equestrian Trails and Greenway Advisory Committee



## Town of Loxahatchee Groves

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May 14, 2013

Simmons & White, Inc.  
Attn: Robert F. Rennebaum, P.E  
5601 Corporate Way, #200  
West Palm Beach, FL 33407

Re: Request for Qualifications 2013-001  
Professional Engineering Services

Dear Mr. Rennebaum:

Thank you for your presentation on May 9, 2013. After hearing and reviewing all presentations our Working Group/Selection Committee ranked the top firms for the following categories:

General Engineering: Keshavarz & Associates.

Land Surveying: A & B Engineering

Traffic Engineering: Simmons & White

These firms will be considered for ratification by the Town Council at the May 21, 2013, Town Council Meeting. At that time, the Town Council may ratify the selection, or request that one or more of the firms provide a presentation to the Town Council at a future date. We will keep you informed of the ratification or a request for presentation.

Should you require any further information, please contact our offices.

Thank You.

Sincerely,

Susan Eichhorn  
Town Clerk

Cc: Mark Kutney, Town Manager  
Jim Fleischmann, Town Planning Consultant  
Stephen E. Yohe, Loxahatchee Groves Water Control District Administrator  
Dr. Bill Louda, Committee Member - Roadway, Equestrian Trails and Greenway Advisory Committee



## Town of Loxahatchee Groves

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May 14, 2013

A & B Engineering, Inc.  
Attn: Dennis D. Painter, RLS  
3461 Fairlane Farms Road  
Wellington, FL 33414

Re: Request for Qualifications 2013-001  
Professional Engineering Services

Dear Mr. Painter:

Thank you for your presentation on May 9, 2013. After hearing and reviewing all presentations our Working Group/Selection Committee ranked the top firms for the following categories:

General Engineering: Keshavarz & Associates.

Land Surveying: A & B Engineering

Traffic Engineering: Simmons & White

These firms will be considered for ratification by the Town Council at the May 21, 2013, Town Council Meeting. At that time, the Town Council may ratify the selection, or request that one or more of the firms provide a presentation to the Town Council at a future date. We will keep you informed of the ratification or a request for presentation.

Should you require any further information, please contact our offices.

Thank You.

Sincerely,

  
Susan Eichhorn  
Town Clerk

Cc: Mark Kutney, Town Manager  
Jim Fleischmann, Town Planning Consultant  
Stephen E. Yohe, Loxahatchee Groves Water Control District Administrator  
Dr. Bill Louda, Committee Member - Roadway, Equestrian Trails and Greenway Advisory Committee

**Keshavarz & Associates, Inc.** is a midsize engineering, surveying and consultancy firm with a 25 year tenure in Palm Beach County. The firm's portfolio of almost 1000 projects include a varying array of project types and sizes for public and private clients with a few executed for public/private partnerships.

K&A's focus is "General Civil Engineering and Surveying" as needed by municipal and private clients in both urban and rural settings. The firm's specialty and a predominant part of it's commissions are publicly owned roadways, stormwater and utilities (dry or wet) systems. Keshavarz & Associates, Inc.'s practice, culture, staff makeup, and targeted market categorically qualify the firm as a "local firm".

Faced with the same task as your Town is, the City of Palm Beach Gardens, Town of Palm Beach, Palm Beach County, Westgate/Belvedere Homes CRA, City of West Palm Beach, City of West Palm Beach CRA, Northern Palm Beach County Improvement District, Loxahatchee River District, all have made the choice of selecting our firm to serve them in the capacity of their civil engineer and surveyor. While the following pages reflect our attempt to present you with our qualifications and the level of enthusiasm we feel relevant to being your chosen firm, we recognize and you probably agree that this type of vital decision cannot easily be made based on the "claims" of a consultant. It is for that reason that we strongly encourage you to speak to our clients and ask pointed questions about our ethics, level of commitment, sensitivity to their needs, technical ability, and quality of advocacy on their behalf. Please inquire whether we do in fact take ownership of their challenges, irrespective of the potential ramifications. Ask how we proceed when our clients' interests compete or conflict with one another. Ask if in the course of our service to them, we take the path of least resistance or go the extra mile. Ask if we design our projects with securing the "permits" as the primary objective or if we utilize creative thinking and push the conventional methodology used by our competitors to the side and dare to "create" systems and networks that are easy to build and once built, easy to maintain. We assure you that they will respond. They always do. That is how we have managed to have a thriving practice in the face of competitors who are massive, out of town, out of state and in some cases foreign firms with oversized marketing budgets.



We are overwhelmingly confident that our qualifications will match your needs in relation to the three categories we are pursuing within this RFQ, being:

A - General Town Engineering Services

C - Land Surveying Services

E - Civil Engineering Inspection Services,

We are also confident that our current engagements, some of which are winding down, will not be a hindrance in placing the Town at the level of a "top tier" client and make your staff feel that they are our only client.

In closing, we truly appreciate the opportunity to begin a professional relationship with you for years to come so that, together, we can make another community in Palm Beach County a better, more sensible and desirable place to live.

I, Maziar Keshavarz, P.E. President and Owner of Keshavarz & Associates, Inc. hereby present you with a personal commitment and accept full responsibility for myself, our staff, and our firm to serve you ethically, honestly, efficiently, and competently should you choose to honor us with the responsibility of your civil engineering and surveying interests.

Thank you.





## RESPONDENT'S QUALIFICATIONS AND EXPERIENCE

### KEY PERSONNEL

K&A's working culture of strength through diversity in almost every sense of the term is evident in our staff roster. Experienced in many aspects of the civil engineering industry, and varied in seniority, we use our multiplicity of approaches, styles, backgrounds, and skills to consider engineering projects comprehensively within a collaborative working environment. By viewing the overall context of a project's collective objective and individual challenges, an intimate understanding and sense of responsibility is developed for the communities we work hard to improve. The staff in any municipality or agency in Palm Beach County who deal with our firm and our industry will undoubtedly bear witness to this fact. We value and reward performance and as such, have accumulated top tier personnel who contribute to this united approach to engineering and are more than willing and able to attend to client's needs, and that of our community.

An increasing number of our community's youth, whose primary schooling in Palm Beach County's strong and diverse education system resulted in their admission to our state's excellent public and private university system, are returning to their home community upon concluding their university tenure. This welcomed change speaks volumes for the strength of our community and its' economy, as well as our children's commitment to contributing towards their home as young professionals. Keshavarz & Associates places importance on drawing from and supporting professionals of all ages who represent this positive trend noticed over the past several years. Our entire Engineering department are residents of Palm Beach County who have embodied this very commitment, and continue to do so.

K&A's staff roster and their tenure with the firm should provide clear evidence of our firm's culture of consistency. **Our staff are our most vital asset.** We are not a firm with a revolving door. Our staff's upward mobility is internal to the firm and is manifested in their increased efficiency, knowledge and compensation. It should be noted that K&A has an outstanding track record in meeting project deadlines and budgets utilizing this staff structure and leadership model.



**KESHAVARZ & ASSOCIATES**



## RESPONDENT'S QUALIFICATIONS AND EXPERIENCE

### KEY PERSONNEL

K&A Staff consists of the following:		Total Experience	PBC Experience	K&A Experience
<b>KEY PERSONNEL</b>	Maziar Keshavarz , P.E., Principal in Charge	32	32	26
	Randy S. Wertepny, P.E., Project Manager	7	7	7
	Allen T. Green III, P.E., Project Manager	13	13	2
	Scott F. Bryson, P.S.M., Survey Director	29	29	7
	James C. Dutton, P.S.M., Senior Surveyor/Crew Chief	30	30	13
	Ralph D. Davis, III, Construction Project Manager	18	18	14
	Amir J. Keshavarz, E.I., Project Engineer	0.5	0.5	0.5
	Deborah L. Fulgenzi, Contract Administrator	32	32	22
	Joan P. Sopczak, Regulatory Liaison	34	12	12
	Raymond Busutil, Senior CAD Technician	36	36	6
	Jack Forsythe, Field Technician	36	36	8
	Karen K. Dutton, Instrument Technician	24	24	2

Amongst the three professional registered engineers and two professional land surveyors, the most qualified individual(s) will be selected to lead any project assigned by the Town of Loxahatchee Groves based on the specific task at hand.

**Location:**

As a truly “local” firm, we perform 100% of our work within Palm Beach County. We have been certified as a “Minority Business Enterprise” since 1993, and are currently qualified as a “Small Business Enterprise” with Palm Beach County, the City of West Palm Beach, South Florida Water Management District and the School District of Palm Beach County.

We have one office, in West Palm Beach, Florida. All of the work associated with this contract will be performed at this location.



**KESHAVARZ & ASSOCIATES**

**711 NORTH DIXIE HIGHWAY, SUITE 201  
WEST PALM BEACH, FL 33401  
561-689-8600 (PHONE)  
561-689-7476 (FAX)**



## RESPONDENT'S QUALIFICATIONS AND EXPERIENCE

### KEY PERSONNEL

**Maziar Keshavarz, P.E.:** Maziar will be involved with all Town of Loxahatchee Groves projects as Principal in Charge. A seasoned engineer with all of his 32 year engineering career in Palm Beach County, Maziar brings a wealth of experience and leadership qualities to K&A's daily engagements. As a resident of Palm Beach County for over 32 years, Maziar has remained steadily engaged to positively impact the county in social, political, economic and of course technical matters. His continual community involvement and strong public stance on upholding strict ethical business standards has been a meaningful contribution to the county.

Maziar has been personally involved with every project undertaken by the firm, totaling over 900 now. He has successfully led many well known and important project such as: Scripps Research Institute, Palm Beach County Convention Center, Port of Palm Beach Cruise Terminal.

Maziar's role will be that of leadership for the overall relationship between the Town and K&A. He will be the lead on matters requiring advocacy with adjacent or other municipalities or agencies while ensuring that K&A's commitments are met and exceeded.

**Randy Wertepny, P.E.:** Randy will be involved with all Town of Loxahatchee Groves General Engineering and Construction Engineering Inspection Services as a Project Manager. As a life-long resident of Palm Beach County, Randy enjoyed the lifestyle of growing up in Loxahatchee, becoming an Eagle Scout as a young man and later followed in his father's footsteps as a Professional Civil Engineer, eager to be an integral participant in the sustainable growth of his birthplace. He now enjoys family life in Royal Palm with his wife and son, experiencing the satisfaction of a professional and personal life that has come full-circle.

Randy's role will be that of technical directorship of all tasks assigned to K&A. He will be in charge of getting the work done by himself and others in the firm. Randy was selected for this role due to his keen interest and ability in comprehensive municipal engineering services and his proven track record on current and previous firm assignments. Aside from municipal engineering at the street level, Randy has performed macro level "Stormwater Relief" models and analysis for areas as large as 7 square miles of central Palm Beach County.

**Allen T. Green, III, P.E.:** Allen will be involved with all Town of Loxahatchee Groves General Engineering and Construction Engineering Inspection Services as a Project Manager. Also a life-long resident of Palm Beach County, Allen has a long record of academic success which has led to an equally successful technical career. Allen is an engineer with focused experience on municipal engineering and it's unique nuances. He is a LEED AP and a highly skilled Construction Engineering Inspector who is always actively looking to add to his lengthy docket of uniquely complicated design and construction projects successfully completed within the county. With a keen eye to resolve complex field issues through logical and simplified solutions, he adds great depth to K&A's abilities to represent our client's interests in the field.





## RESPONDENT'S QUALIFICATIONS AND EXPERIENCE

### KEY PERSONNEL

**Scott F. Bryson, P.S.M.: Scott will be involved with all Town of Loxahatchee Groves Land Surveying Services as the Director of Surveying Services.** Scott's experience in land surveying is focused on the needs of a civil engineering firm engaged in "Municipal Civil Engineering". He and his staff are trained to search for and record field conditions that will be important and necessary for our engineers to use during their design decision making process. Scott also performs all of the public records research, and prepares easement documents for use by various entities. During the construction phase, Scott and his staff have shown superb accuracy and competency in working with the selected contractors during production of as-built drawings. Scott's diverse career qualifies him to assist the Town in any of its survey needs.

**James (Chris) Dutton, P.S.M.: Chris will be involved with all Town of Loxahatchee Groves Land Surveying Services as the Senior Surveyor and Crew Chief.** Chris, a 13 year veteran of K&A and resident of the Acreage, brings a wealth of hands on experience to our field operations. Assigning an experienced Professional Surveyor and Mapper to head and engage in field surveying activities has proven to be a wise choice for K&A over the years. Chris will be responsible for all field construction layout services, in addition to all GPS field work. Chris will head and engage in every one of K&A's projects for the Town.

**Ralph D. Davis, III: Ralph will be involved with all Town of Loxahatchee Groves General Engineering and Construction Engineering Inspection Services as Construction Project Manager.** Ralph Davis' role as the director of K&A's Construction Phase Services (CPS) is vital to the overall success of our assignments. Ralph's close coordination with K&A's engineers in the office and the efficient method of implementing quick and logical solutions to encountered field conditions during construction is a practice that will be brought to our projects with the Town.

Ralph, a 13 year veteran of K&A has participated in CPS on many complex K&A projects such as Scripps Research Institute, Donald Ross Road 6-Laning, Indian Creek Parkway Roadway Improvements, PBSO's K-9 Facilities Drainage Improvements, Belvedere Homes Neighborhood Redevelopment, and others. Ralph's role will be to participate in and direct all CPS activities on the Town's projects including liaison and coordination between the Town, K&A, contractors, regulating agencies and the public.





## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

**711 N. Dixie Highway, Suite 201**

**West Palm Beach, FL 33401**

### **MAZIAR KESHAVARZ, P.E.**

**Principal in Charge**



Maziar Keshavarz is a Registered Civil Engineer with in depth experience in storm water management, water, wastewater and roadway design and permitting for private as well as public projects. Maziar's involvement with his profession began in 1981 and has taken him through a complete cycle of progression from hands on design to management. He is President of Keshavarz & Associates, Inc. which he founded in 1987 and, in addition to his administrative duties, is involved with the progress of every project undertaken by the firm.

While engaged in all aspects of municipal and private industry projects of the firm, Maziar's strong interest in the socio/economic aspects of Civil Engineering has led to his focus on the "Redevelopment/retrofit" sector. His belief that economic improvement in urban areas cannot occur without the presence of proper infrastructure has resulted in the firm becoming a leader in that sector in Palm Beach County (PBC). Maziar, who moved to PBC in 1981, has accumulated experience entirely in the South Florida region.

#### **Education**

USA - Bachelor of Science, Civil Engineering, Florida Institute of Technology; Melbourne, Florida, 1981

United Kingdom - General Certificate of Education, Advanced "A" Level Pure Mathematics, South Shields Marine & Technical College; South Shields, England, 1976

#### **Registrations**

Professional Engineer, State of Florida, 1986

Professional Engineer, U.S. Virgin Islands, 1992

Building Contractor, State of Florida, 1986

#### **Professional Organizations & Affiliations** (*past and present*)

Executive Committee Member, Economic Council of Palm Beach County, Inc.

Vice President, Board of Directors, Community Land Trust of Palm Beach County, Inc.

Founding Member, PBC Regulatory Climate Task Force

Advisory Committee Member, Eco-Art South Florida

National Society of Professional Engineers

Florida Engineering Society

Member, PBC M/WBE Professional Services Subcommittee

Academic Advisory Committee, New England Institute of Technology

Board Member, Palm Beach County Code Enforcement

Panel of Arbitrators, American Arbitration Association

#### **Professional Experience**

1987 - Present: President, KESHAVARZ & ASSOCIATES, INC.

1983 - 1987: Project Manager/Associate, WEYANT & ASSOCIATES, INC., CONSULTING ENGINEERS, PLANNERS & SURVEYORS

1981 - 1983: Design Engineer, ROBERT E. OWEN & ASSOCIATES, INC., ENGINEERS, PLANNERS & SURVEYORS



## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

711 N. Dixie Highway, Suite 201

West Palm Beach, FL 33401

### **RANDY S. WERTEPNY, P.E.**

**Project Manager**



Randy Wertepny was carefully selected from a large pool of civil engineering graduates in 2006 as a part of Keshavarz & Associate's practice of seeking out well-balanced and achieved young engineering professionals who are drawn towards returning to, and improving upon their life-long home here in Palm Beach County. He has been mentored by all licensed professionals in the firm in their respective fields of specialties. He rapidly demonstrated his ability to perform various engineering tasks to a high degree of technical expertise. Randy is well versed with various fluids modeling softwares and routinely analyzes pipe networks for the firm's diverse projects. Randy has been instrumental in designing a number of wastewater pumping stations and is currently engaged with designing a vacuum wastewater system. Several of the firm's "flood relief" projects have been undertaken by Randy to include modeling for the overall Stub Canal within the Westgate area to ensure that the necessary improvements to the canal would not adversely impact the surrounding communities, preparation of an intricate ICPR model for the L2 and L2B Canals for Palm Beach County, which included a FEMA Grant study, and the design of a pump station to accommodate a 400 acre portion of Westgate/Belvedere Homes communities.

**Education** Bachelor of Science, Civil Engineering, University of Florida 2005  
Successfully completed courses in ICPR (Interconnected Channel and Pond Routing),  
Civil 3D 2008 Essentials, and Uniform Mitigation Assessment Methods

**Registrations** Professional Engineer, State of Florida, 2011  
Engineer Intern, State of Florida, 2008

**Professional Organizations & Affiliations** Florida Engineering Society  
American Society of Civil Engineers  
Boy Scouts of America  
Toastmasters  
Grassy Waters Preserve

**Professional Experience** 2006 - Present: Project Engineer, KESHAVARZ & ASSOCIATES, INC.  
Summer 2004: Internship with MOCK ROOS & ASSOCIATES, INC.



## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

**711 N. Dixie Highway, Suite 201**

**West Palm Beach, FL 33401**

### **ALLEN T. GREEN III, P.E., LEED AP Project Manager**



Allen T. Green, III, P.E. has extensive civil engineering experience in public and private sectors, all in Palm Beach County. A native of Palm Beach County, Allen is an excellent example of the committed Professional Engineers that make up Keshavarz & Associates, and who make contributing to where they were born and raised a priority in their career. He has over 13 years of experience directly related to infrastructure improvement projects throughout the county. Allen's focus has been and remains on design and construction of facilities and systems within the "Built Environment". Allen is a capable professional both from the technical as well as the procedural standpoints. Having engaged in over one hundred projects, Allen joined Keshavarz & Associates, Inc. in July 2011 and had the unique opportunity to work alongside his father, Allen T. Green, Jr., P.E., a recently retired firm Associate with a 24 year tenure.

#### **Education**

Bachelor of Science, Civil Engineering, Florida International University  
2002 (Dean's List)  
Electrical / Mechanical Engineer Majors, Florida Atlantic University 1999  
Associate of Arts Engineering Degree, Palm Beach Community College,  
1998 (Dean's List)

#### **Registrations**

Professional Engineer, State of Florida, 2008, #67401  
LEED Accredited Professional, 2009  
Qualified Storm Water Management Inspector, 2005

#### **Professional Organizations & Affiliations**

American Society of Civil Engineers  
Boy Scouts of America

#### **Professional Experience**

2011 - Present: Project Engineer, KESHAVARZ & ASSOCIATES, INC.  
1999 - 2010: Project Manager, ENGENUITY GROUP, INC.



## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

**711 N. Dixie Highway, Suite 201**

**West Palm Beach, FL 33401**

### **SCOTT F. BRYSON, P.S.M.**

**Survey Director**



Scott Bryson has extensive experience in all aspects of Land and Construction Surveying. He began his career in 1984 and since then, has acquired experience in many facets of surveying including Boundary, Construction Layout, Control, Hydrographic, Mean High Water Line, Global Positioning Systems, Quantity, Right-of-Way, Record Drawings, Easements, Specific Purpose and Topographic Surveys. His experience includes determination of complex boundary locations, performance of ALTA/ACSM Surveys, Platting, comprehensive Route and Site Topographic Surveys for utilization by design professionals. His keen sense of detail and precision has led to his success and recognition by the community as a leader in his field of practice.

#### **Education**

Studies in Business and Land Surveying, 1984-99, Palm Beach Community College and Indian River Community College

#### **Registrations**

Professional Land Surveyor, State of Florida, 2000

#### **Professional Experience**

2006 - Present: Vice President of Survey Division, KESHAVARZ & ASSOCIATES, INC.

2001 - 2006: Land Surveyor, LIDBERG LAND SURVEYING, INC.

2000 - 2001: Land Surveyor, DONALD D. DANIELS, INC.

1999 - 2000: Land Surveyor, PCL CONSTRUCTION, INC.

1994 - 1999: Crew Chief, LIDBERG LAND SURVEYING, INC.

1984 - 1986: Instrument Operator, ROBERT E. OWEN AND ASSOCIATES, INC.



## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

**711 N. Dixie Highway, Suite 201**

**West Palm Beach, FL 33401**

### **JAMES C. DUTTON, P.S.M. Senior Surveyor / Crew Chief**



James “Chris” Dutton has been in the surveying industry for nearly 35 years, with experience in New Jersey, New York, Pennsylvania, Maryland and Florida, gathering knowledge in all aspects of surveying. His experience is in the performance of Boundary, Topographic, Route Surveys, Construction Layout and As-Builts and establishing Mean High Water Lines. Chris has been in responsible charge of setting GPS control stations and collecting GPS data for the firm. Notable projects include field data acquisition on over 150 projects for the firm including 40 roadway projects and a survey of the Jupiter Inlet for tidal studies and dredging operations. He prepared numerous Boundary Surveys for the Port of Palm Beach for the leased parcels as well as As-Builts and Construction Layout of an asphalt transfer main. Chris’s office duties include field crew management, project management, bid proposals and negotiations as well as computer analysis and calculations utilizing AutoCAD, HASP, DigiCAD and Foresight programs.

#### **Education**

Studied Business and Land Surveying – Palm Beach Community College

#### **Registrations**

Professional Land Surveyor, State of Florida, 1998

#### **Professional Experience**

2006-Present: Professional Surveyor/Crew Chief, KESHAVARZ & ASSOCIATES, INC.

1997-2006: President, APEX LAND SURVEYING, INC.

1994-1997: Party Chief, KESHAVARZ & ASSOCIATES, INC.



## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

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West Palm Beach, FL 33401

### **RALPH D. DAVIS, III** **Construction Project Manager**



Ralph Davis has eighteen years of experience directly related to the Land Surveying and Civil Engineering fields. Ralph, with over thirteen years of tenure with Keshavarz & Associates, has spent the past nine in the “Construction Administration” part of our practice. His previous exposure to the design side of civil engineering has been an excellent asset and has augmented his ability to serve the firm and the client’s long-term interests in the field, where design assumptions meet the realities of field conditions.

For twelve years, Ralph has dealt with extensive computer-aided drafting operations, utilizing AutoCAD (Releases 9 – 2007), InfoCAD 3.5-5.1, SoftDesk, ECA and Eaglepoint software. As the GIS Mapping Supervisor, he completed the GIS Mapping System at Okeechobee County, including data-basing, cadastral mapping and implemented a base map oriented enhanced 911 system.

Ralph is the Director of the “Construction Phase Services” department at Keshavarz & Associates. In that capacity, Ralph has performed services on notable projects such as Donald Ross Road and Indian Creek Parkway Roadway Improvements, Ninth Street Streetscape in West Palm Beach, Port of Palm Beach Cruise Terminal, Palm Beach County Convention Center and The Scripps Research Institute Headquarters.

#### **Education**

Associate of Arts, Pre-Engineering, 1998

Palm Beach Community College

Indian River Community College

Certified as a Qualified Inspector for DEP Stormwater, Erosion & Sedimentation Control (NPDES)

#### **Professional Experience**

2000-Present: Construction Project Manager, KESHAVARZ & ASSOCIATES, INC.

1997-2000: GIS Mapping Supervisor, OKEECHOBEE COUNTY

1995-1996: Party Chief/Office Manager, ALMOND SURVEYING, INC.

1994-1995: Party Chief, BILL KITCHEN LAND SURVEYING, INC.

1993-1994: Party Chief, KESHAVARZ & ASSOCIATES, INC.



## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

**711 N. Dixie Highway, Suite 201**

**West Palm Beach, FL 33401**

**AMIR J. KESHAVARZ, E.I.**

**Project Engineer**



Amir Keshavarz, E.I., is a recent graduate from The University of Florida's "College of Civil Engineering" and had previously obtained a Bachelor of Arts in "Political Science" in 2009. Born and raised in Palm Beach County, Amir's varying interest in learning, evidenced by his schooling, also extends into his practical experience. Prior to securing his CE degree in 2012, he interned at Keshavarz & Associates in various positions ranging from engineering design tasks, field observation, land surveying field and office activities and computer aided design and analysis. Amir's participation in community and business activities has resulted in a separate, vitally important parallel learning process than that of his engineering interests, which include Hydraulics, Hydrology, storm water management, public and private utilities, Eco Art, retrofit and renewable energy all of which he has and continues to have, meaningful experience with.

### **Education**

Bachelor of Arts, Political Science: Pre-Law studies, University of Florida 2009  
Bachelor of Science, Civil Engineering, University of Florida 2012 (Dean's List)

### **Registrations**

Engineer Intern, State of Florida, 2012

### **Professional Organizations & Affiliations**

American Society of Civil Engineers  
Abacai Charitable Foundation

### **Professional Experience**

2013 - Present: Project Engineer, KESHAVARZ & ASSOCIATES, INC.  
Summer 2012: Engineer Intern, KESHAVARZ & ASSOCIATES, INC.  
Summer 2007: Survey Crew, KESHAVARZ & ASSOCIATES, INC.  
Summer 2005: Survey Crew, KESHAVARZ & ASSOCIATES, INC.



## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

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**West Palm Beach, FL 33401**

### **DEBORAH L. FULGENZI**

**Contract Administrator**



Deborah Fulgenzi has acquired an in depth knowledge of the engineering administration field during her long tenure at Keshavarz & Associates. She joined K&A in 1989 and has been an integral part of the successful growth of the firm since then. In a highly centralized role of “Administrator”, she is in complete charge of contract management from a fiscal standpoint. She provides the vital link between the technical production and client expectations / experience beyond the design phase execution. She, in concert with Project Managers, monitors deliverables, schedules, design budgets and performs all project accounting services.

#### **Education**

Accounting Studies, Palm Beach Community College, 1981-1982

#### **Registrations**

Florida Notary Public, 1990 to Present

#### **Professional Experience**

1989-Present: Administrator, KESHAVARZ & ASSOCIATES, INC.  
 1986-1989: Bookkeeper, LEWIS, VEGOSEN & ROSENBAACH, PA  
 1981-1986: Accounting Clerk, GENERAL MOTORS ACCEPTANCE CORPORATION



## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

**711 N. Dixie Highway, Suite 201**

**West Palm Beach, FL 33401**

### **JOAN SOPCZAK**

**Regulatory Liaison/Administrative Assistant**



Joan Sopczak joined Keshavarz & Associates in 2001, and is engaged with every single project undertaken by the firm in responsibilities ranging from communication, coordination, planning, data exchange and implementation of all process oriented tasks. In particular, Joan is in charge of the “Regulatory Approval” permit package submittals and follow up on all K&A projects. Joan, in close coordination with project professionals, prepares and files the required documentation for various approval processes. She continues by closely monitoring the response time by the reviewing agencies and by issuing weekly reminder charts to the leadership and staff at K&A, keeping the important process of permit approvals dynamically active.

Joan’s personal relationships with pertinent regulating and servicing entities across Palm Beach County have produced tangible and proven results for the firm.

#### **Education**

Associate in Science/Executive Secretary, Miami Dade Community College, 1980

#### **Professional Experience**

2001-Present: Regulatory Liaison / Administrative Assistant,  
KESHAVARZ & ASSOCIATES, INC.

1996-2001: Assistant Office Manager, TRANSBOND (MINOLTA)

1984-1990: Sales Coordinator, PANASONIC

1979-1984: Manager/Customer Service, PARBEL (LANCOME’)



## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

**711 N. Dixie Highway, Suite 201**

**West Palm Beach, FL 33401**

### **RAYMOND A. BUSUTIL, JR.**

**Senior CAD Technician**



Raymond A. Busutil, Jr. (“Ray”) possesses over 37 years of experience in all phases of Land Survey Drafting, including but not limited to Subdivision Platting, Right-of-Way Control Maps, Boundary Surveys, Topographic Surveys, ALTA/ACSM Land Title Surveys, Specific Purpose Surveys, Road Construction Surveys, Condominium Documentation, Phasing and Unit Designation Plans, Vegetation and Tree Location Surveys, Cross Sections Mortgage Surveys and Site Plan Preparation.

Ray also has extensive experience in preparing construction drawings for engineering design, including cover sheets, detail sheets, construction control sheets, plan and profile sheets, paving, grading and drainage plans, water and sewer plans and digital terrain modeling (DTM). He is proficient in AutoDesk Land Desktop 2007, Civil 3D, AutoCAD, Eagle Point, Legal Aid, Microstation and Geopak. He is familiar with the abandonment procedures in Palm Beach County, and in handling the processing of plats in many of Palm Beach County’s (and its municipalities’) building, planning and zoning departments.

### **Education**

Certificate of Completion 1,491 hrs of training in drafting, North Technical Education Center

AutoCAD Training & Applications, Palm Beach Community College

Certificate of Completion, AutoDesk Land Desktop, CADD Centers of Florida

Certificates in “Moving to Microstation”, “V8 User Update”, “GEOPAK Survey”, Moderntech/Bentley Institute

### **Professional Experience**

2007-Present: Senior CADD Technician, KESHAVARZ & ASSOCIATES, INC.

2005-2007: Senior Survey Technician, WANTMAN GROUP, INC.

1985-2005: Building Services Supervisor/CADD Technician, LANDMARK SURVEYING & MAPPING, INC.

1983-1984: Draftsman, DONALD D. DANIELS

1979-1983: Draftsman, ROBERT E. OWEN & ASSOCIATES



## **KESHAVARZ & ASSOCIATES**

**Civil Engineers – Land Surveyors**

**711 N. Dixie Highway, Suite 201**

**West Palm Beach, FL 33401**

**KAREN K. DUTTON**

**Instrument Technician**



Karen Dutton was a career veteran with over 29 years of service with the powerhouse corporation of Adelphia / Comcast / Xfinity, however fell victim to the economic crisis in 2011. Having worked alongside her husband (Chris Dutton, PSM, K&A's Senior Surveyor and Crew Chief) periodically for over ten years, Keshavarz & Associates, Inc. was pleased to have her join our forces on a full time basis when her position at Comcast was terminated. Karen's work ethic and attention to detail has proven invaluable during both the learning process and practice of field surveying under the supervision of our professional surveyors. She has proven to not only be a competent instrument technician, but an effective organizer for the files associated with data collected in the field. Her desire to meaningfully contribute to Keshavarz & Associates, not just in surveying but in any way she can, further bolsters our overall work culture of success by going above and beyond expectations.

### **Education**

Completed courses at North Tech for Business English and Writing

### **Professional Experience**

2011-Present: Instrument Person, KESHAVARZ & ASSOCIATES, INC.

2004-2011: Facilities Manager / Fleet Operations Manager /

Special Projects, ADELPHIA / COMCAST CABLE

1999-2004: High Speed Data Manager / Special Projects, ADELPHIA

1988-1999: Marketing Assistant / Marketing Manager, ADELPHIA

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE

### Westgate/Belvedere Homes Community Redevelopment Agency

1280 North Congress Avenue, Suite 215

West Palm Beach, FL 33409

Contact: Elizee Michel, Director  
(561) 640-8181



**District Engineer, Continuing Civil Engineering/Surveying Services, Water Management, Utilities Master Planning, Palm Beach County, Florida**

**SCOPE:** Since 2000, K&A has been engaged with the redevelopment of this 1400 acre CRA inhabited by over 9,000 people in central Palm Beach County. **In 2003, we were selected as the CRA Consulting Engineer and have since played a central role in advancing it's interests including participation in authoring the "Community Redevelopment Plan" (CRP) and executing a myriad of projects towards meeting the vision of the "CRP".** K&A has assisted the CRA to secure over \$11M of State and Federal grants over the past 7 years.



*Community Redevelopment Plan approved by Palm Beach County in 2005*

The firm is currently engaged with a number of community, roadway and infrastructure projects throughout the CRA.



**KESHAVARZ & ASSOCIATES**

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE

### Westgate/Belvedere Homes Community Redevelopment Agency

1280 North Congress Avenue, Suite 215

West Palm Beach, FL 33409

Contact: **Elizee Michele, Director**  
**(561) 640-8181**



### **North Westgate Central Community Lake/Babbling Brook, Palm Beach County, Florida**

The Westgate Community was one of the first developments within suburban West Palm Beach, dating back to the 1940's. Throughout the years other developments were constructed around this area, each building up their sites higher and higher. Eventually, the Westgate Community became the "bottom of the bowl"; the lowest developed site within Central Palm Beach County.

**SCOPE:** Recognizing the need for a centralized community lake in north Westgate area, in 2006 K&A began identifying the most suitable area and the needed properties within that area for construction of the lake. **While the CRA staff were negotiating with the property owners, K&A began the process of preparing technical backup documents for a grant application to secure the funds for land acquisition.** K&A was then commissioned in 2008 to provide engineering and surveying services associated with the subject project. **Following receipt of a Florida Department of Emergency Management (DEM) grant by the CRA, the selected properties were acquired and the project began to materialize.**

Our services included a feasibility study to determine the level of protection created by the lake, together with improvements to other storm water components in the CRA area which are related or connected to the subject lake. Upon approval by the federal government, construction plans, details and specifications were prepared for construction of the improvements outlined therein.

K&A took this opportunity to go above and beyond the standard requirements of this project to solely provide stormwater attenuation. **This lake was designed, specifically, to preserve the existing native vegetation, maximize stormwater attenuation and provide an environmentally sustainable amenity for the community.** Working closely with an Eco-Artist and Landscape Architect, K&A was able to provide an island that has become a bird sanctuary within the lake, surrounded by wetland plantings, ultimately providing an educational and recreation component to this project and to the community.



**KESHAVARZ & ASSOCIATES**

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE



### North Westgate Central Community Lake/Babbling Brook - *CONTINUED*

K&A, through collaboration with the Eco-Artist and Landscape Architect, added an additional feature to the development of this project. In lieu of a conventional fountain to provide aeration to the lake, we utilized a rather different approach that serves a substantially larger purpose for the lake in regards to water quality treatment.

An irrigation system has been designed to provide irrigation for the surrounding community from the surface water collected and stored within the lake. **We have utilized the irrigation system to pump the surface water into an adjacent dry detention area. Through use of pumped irrigation water, together with creating a vertical slope across the length of this dry detention area, we have managed to create a “babbling brook” made exclusively from recycled concrete rubble and slabs. This amenity serves a dual purpose of bringing sound and vision of water to the community, while cleansing it at the same time.**

This project's construction was successfully completed in March 2013.

**REGULATING/COORDINATING AGENCIES:** Palm Beach County, SFWMD, LWDD, FDEM, US ARMY CORPS, ERM, FPL, ATT, Cable and Gas companies.

**CONSTRUCTION COST:** \$1.1 M      **PROJECT MANAGERS:** Maziar Keshavarz, P.E.  
Randy S. Wertepny, PE



# RESPONDENTS QUALIFICATIONS AND EXPERIENCE



**Westgate/Belvedere Homes Community Redevelopment Agency**

1280 North Congress Avenue, Suite 215

West Palm Beach, FL 33409

Contact: **Elizee Michel, Director**

**(561) 640-8181**

**L-2 and L-2B Canals Improvements and Linear Park** *Partially funded by Federal Grants*

**SCOPE:** LWDD’s L-2 Canal bisects the CRA’s lands with an east/west orientation. As such, during the creation of CRA’s CIP, it was determined that this canal offers a unique opportunity as an amenity for the community, as well as a vital drainage component. K&A assisted the CRA in identifying properties to be purchased for addition to the existing canal right-of-way towards the goals of the CIP to create a Linear Park along this canal. Upon acquisition of the subject properties, a comprehensive effort began including negotiations with LWDD and design of a cross section that satisfied the recreational as well as flood relief needs of the community. As the CRA’s Consulting Engineer, our services include preparation of grant studies, assistance on securing HMGP Grants, surveying, hydraulic/hydrologic analysis/modeling for 1300 LF of canals, preparation of construction documents, permitting and construction administration. **K&A successfully negotiated “Shared Maintenance Agreement” arrangements with LWDD. Under this agreement, a first of it’s kind in the history of LWDD, one side of LWDD’s L-2 Canal will be maintained by the CRA. This arrangement allowed the CRA to design and furnish their side of the canal with facilities conducive to recreational public use rather than utilizing the canal right-of-way strictly for storm water management purposes.**

**REGULATING/COORDINATING**

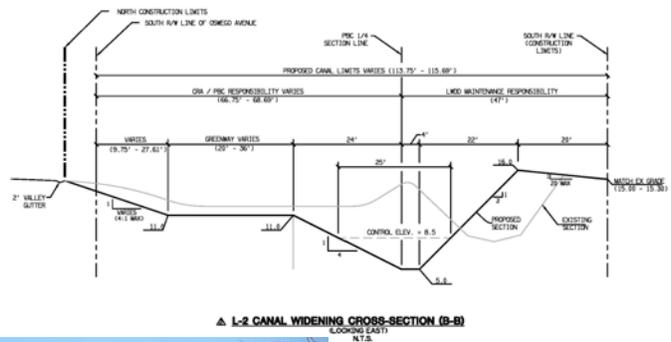
**AGENCIES:** Palm Beach County, LWDD, SFWMD, FEMA, FDEM.

**CONSTRUCTION COST:** \$765K

**PROJECT MANAGERS:**

Maziar Keshavarz, PE

Randy S. Wertepny, PE



**KESHAVARZ & ASSOCIATES**

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE

### Westgate/Belvedere Homes Community Redevelopment Agency

1280 North Congress Avenue, Suite 215

West Palm Beach, FL 33409

Contact: **Elizee Michel, Director**

**(561) 640-8181**



### **L-2 Canal Pump Station / Lakeside Mobile Home Park** *Partially funded by Federal Grants*

**SCOPE:** Upon assisting the CRA to secure a \$4M grant from FEMA in 2007, we were selected by Palm Beach County in 2008, executing the project on behalf of the CRA, to lead a team of professionals in providing services to mitigate the flooding in the lowest area of C-51 Basin, comprising 480 acres within the CRA.

Services include preparation of grant studies and assistance in securing Hazard Mitigation Grant Program “HMGP” grants, surveying, hydraulic/hydrologic analysis/ modeling, leading role in the design of a 130,000 GPM pump station, permitting and construction administration.

**REGULATING/COORDINATING AGENCIES:** Palm Beach County, LWDD, SFWMD, FEMA, FPL, ATT, US Army Corps of Engineers, FDEP, Florida Dept of Emergency Management (FDEM).

**CONSTRUCTION COST:** \$3.7M

### **PROJECT MANAGERS:**

Maziar Keshavarz, PE

Randy S. Wertepny, PE



**KESHAVARZ & ASSOCIATES**

# RESPONDENTS QUALIFICATIONS AND EXPERIENCE



**City of Palm Beach Gardens**  
 10500 N. Military Trail  
 Palm Beach Gardens, FL 33410  
**Contact: Todd Engle, P.E., City Engineer**  
**(561) 804-7012**

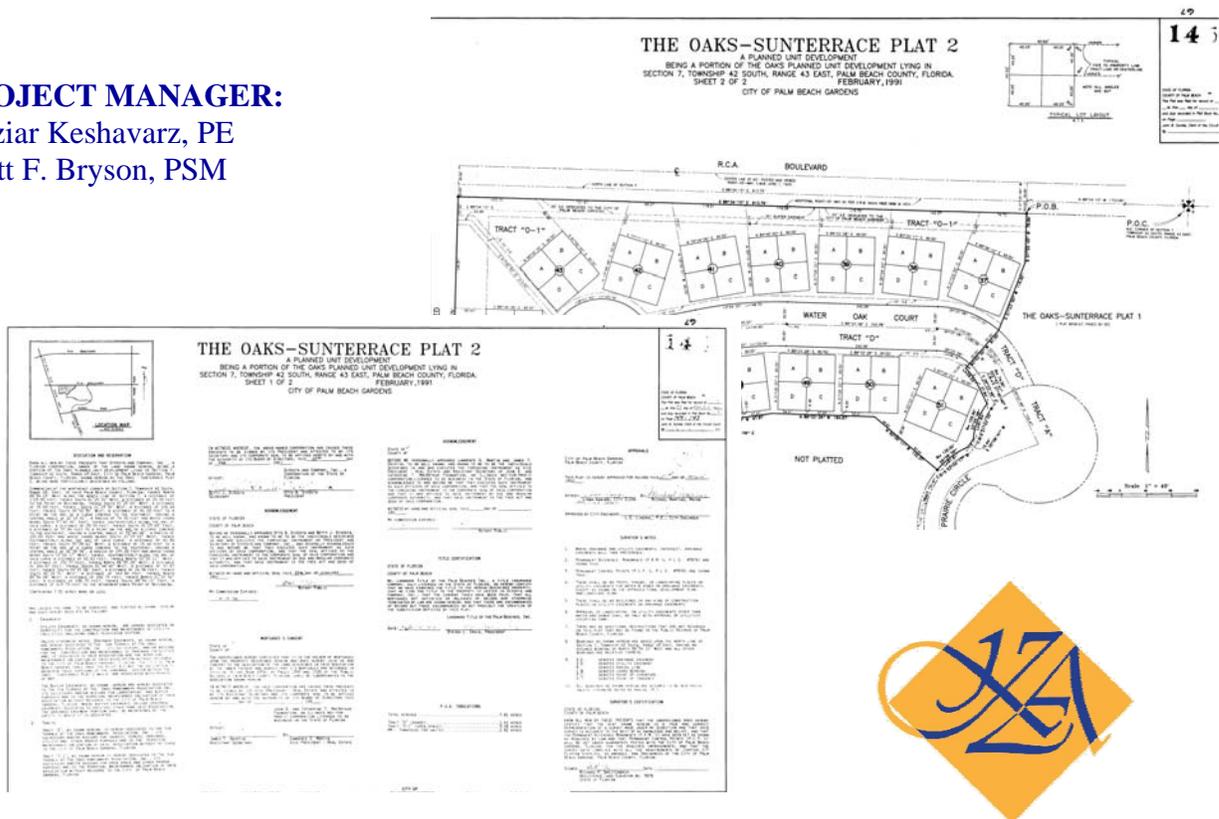
## Continuing Contract for “Civil Engineering”, “Transportation Engineering” and “Land Surveying”, Palm Beach Gardens, Florida

In 2009, our experience and reputation resulted in our selection as Consulting Civil Engineer (ranked 2<sup>nd</sup> out of 39 firms), Land Surveyor (ranked 1<sup>st</sup> out of 24 firms) and Transportation Engineer (ranked 6<sup>th</sup> out of 30 firms) by the City of Palm Beach Gardens for 3 year continuing contracts.

**SCOPE:** Part of the contract requirements included expertise in preparation of Boundary, Site, Topographic and Right-of-Way surveys, and Sketch and Legal Descriptions in conformance with the Florida Minimum Technical Standards. Under this contract, we were commissioned to review Plat documents prepared and submitted by other consultants to the City for compliance including the Paloma PUD, Regions Bank, and The Oaks, PUD. These services were completed in 2010 on time and within the specified budget.

**PROJECT MANAGER:**

Maziar Keshavarz, PE  
 Scott F. Bryson, PSM



## RESPONDENTS QUALIFICATIONS AND EXPERIENCE



### Palm Beach County Engineering and Public Works

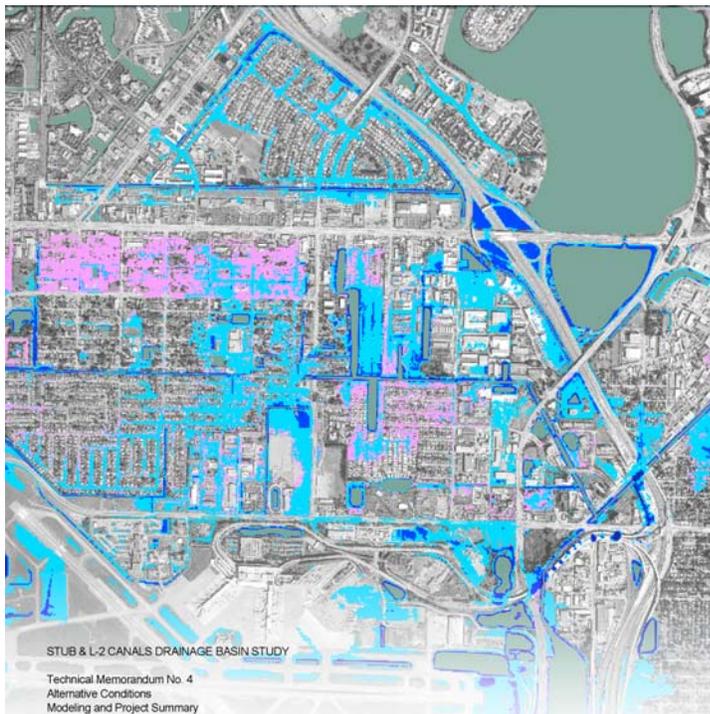
2300 North Jog Road  
West Palm Beach, FL 33411  
Contact: Charles Rich, P.E.  
(561) 684-4000

**“General Civil Engineering” Continuing Contract**, Countywide from 2000 to 2010

#### **Stub Canal and L-2 Canal Basin Analysis**

**SCOPE:** Under our Annual General Civil Engineering Services Contract with Palm Beach County (PBC), we were commissioned in 2004 to perform a study of six major canals within a 7 square mile area of East/Central PBC in order to provide PBC and SFWMD’s “Task Force” with information to make decisions on possible stormwater management improvements within this area. **This study’s objective was determination and evaluation of improvements of the community’s overall drainage conditions and more specifically, the role of improving the L2 and L2B canals within this community towards that goal.** As the lead consultant, our services included hydraulic and hydrologic analysis/modeling for a 5000 acre area in East Central Palm Beach County; representation of Palm Beach County and Westgate/Belvedere Homes Community Redevelopment Agency interests at the task force level.

**REGULATING/COORDINATING AGENCIES:** Palm Beach County, Palm Beach International Airport, WPB, Town of Glen Ridge, Town of Cloud Lake, LWDD, SFWMD



**CONSTRUCTION COST:** \$10M

#### **PROJECT MANAGERS:**

Maziar Keshavarz, PE  
Randy S. Wertepny, PE



**KESHAVARZ & ASSOCIATES**

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE



### Palm Beach County Engineering and Public Works

2300 North Jog Road  
West Palm Beach, FL 33411  
Contact: Charles Rich, P.E.  
(561) 684-4000

**“Municipal Special Taxing Units (MSTU)” Continuing Contract**, Countywide from 1993 to 2000 and from 2004 to 2007

**SCOPE:** As Palm Beach County’s Consulting Engineers/Surveyors for the County’s MSTU Program, K&A has **performed Street Improvements, Drainage and/or Utilities Retrofit of over 75 separate neighborhood streets comprising over 50 miles of roadway, 11 miles of watermain and 2.5 miles of reclaimed water.** Special assessments to the residents in these projects necessitate heightened sensitivity to economical design of improvements and scheduling; thus highly innovative engineering solutions.

**REGULATING/ COORDINATING AGENCIES:** Palm Beach County, FDOT, Seacoast Utility Authority, Loxahatchee River District, City of West Palm Beach, Town of Jupiter and the City of Palm Beach Gardens.

**PROJECT MANAGERS:** Maziar Keshavarz, PE  
Scott F. Bryson, PSM

### *Existing Conditions at a Typical Project Prior to Improvements*



The following page represents a list of streets that were improved through K&A’s efforts:



**KESHAVARZ & ASSOCIATES**

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE

198<sup>th</sup> Way (1,200 LF Roadway Improvement)  
 3<sup>rd</sup> Place South & 81<sup>st</sup> Avenue (1,750 LF Roadway Improvement)  
**60<sup>th</sup> Street North & 'M' Canal Crossing (8,150 LF)**  
 70<sup>th</sup> Avenue South & 102<sup>nd</sup> Place South (5,650 LF Roadway Improvement)  
 Alberta, Alexander, Badger & Orlando (2,800 LF Roadway and 6,000 LF Watermain)  
 Avondale Pines (14,100 LF Roadway Improvements)  
 Cambridge Street & Clinton Boulevard (2,540 LF Roadway Improvement)  
 Cinquez Park Area Improvements (3,700 LF Water and Sewer Improvements)  
 Country Oaks Lane (1,250 LF Roadway Improvement)  
 Diekhans Way (700 LF Roadway Improvement)  
 Dillman Road (5,600 LF Roadway Improvement and Relocation of LWDD Canal)  
 Dryden & Karen Street (1,100 LF Roadway Improvement and Watermain)  
 Edward Road (1,200 LF Roadway Improvement)  
 Foss Road (2,650 LF Roadway Improvement and 1,400 LF Watermain)  
 Hibiscus & Old Limestone Roads (1,300 LF Watermain)  
 Holly Drive (1,250 LF Roadway Improvement)  
 Holly Lane (1,320 LF Roadway Improvement)  
 McConnell, Kidd & 2<sup>nd</sup> Streets (1,240 LF Roadway Improvement)  
 Melaleuca Trail (1,270 and 1,650 LF Watermain)  
 Monmouth Estates (10,635 LF Roadway Improvement and 11,000 LF Watermain)  
 New Palm Beach Heights (4,200 LF Watermain)  
 Northside & Massachusetts Drives (2,850 LF Roadway Improvement)  
 Orange Drive & Hibiscus Road (2,000 LF Roadway Improvement)  
 Orlando Avenue (1,600 LF Roadway Improvement)  
**Paddock Park I (19,200 LF) and Paddock Park II (3.5 Miles Roadway Improvement)**  
 Pineway Drive (1,350 LF Roadway Improvement)  
 Pinion Drive (5,400 LF Roadway Improvement)  
 Pinto & Rodeo Drives (8,100 LF Roadway Improvement)  
 Pioneer Road (2,585 LF Roadway Improvement and Outfall)  
 Ranches Road (5,629 LF Roadway Improvement and Watermain)  
 Ranchette Road (2,500 LF Roadway Improvement)  
 Redding Road (1,300 LF Watermain)  
 Ridge Grove (3,245 LF Roadway Improvement)  
 Santa Fe Road (750 LF Roadway Improvement)  
 Schall Circle (5,490 LF Roadway Improvement)  
 Service Road & Juno Road (1,400 LF Roadway Improvement)  
 Smith Drive (600 LF Roadway Improvement)  
 Square Lake (17,000 LF Roadway Improvement)  
**Sycamore Lane (12,900 LF Roadway Improvement and Turn Lane)**  
 Taylor Road (1,800 LF Roadway Improvement)  
 Urquhart Street (1,600 LF Roadway Improvement)  
 Venice Drive (650 LF Roadway Improvement)  
 Wallen North & South (2,450 LF Roadway Improvement)  
 Waterway Manor (3,000 LF Roadway Improvement)  
**Wilson Road (3,200 LF Roadway Improvement)**



## RESPONDENTS QUALIFICATIONS AND EXPERIENCE



### Palm Beach County Capital Improvements

2633 Vista Parkway Floor 2nd  
West Palm Beach FL 33411-5604

**Contact: Dave Dolan**  
**(561) 233-0280**

#### **PBSO K-9 Training Facility, Palm Beach County, Florida**

**SCOPE:** In the early 1990's, the PBSO Training Facility was constructed on an approximate 63.8 acre property in Palm Beach County. Drainage infrastructure was not included during this original construction, so subsequent expansions of this facility, together with the new construction of PBCWUD facilities adjacent this property interrupted the historical drainage patterns, resulting in localized flooding of the parking lot during even moderate rainfall events. **K&A were commissioned in 2010 under our Continuing Contract with Palm Beach County for "General Civil Engineering" to investigate alternative solutions, and subsequently prepared the construction plans, details and specifications to implement the improvements.**

**REGULATING/COORDINATING AGENCIES:** Palm Beach County, SFWMD, PBCWUD, LWDD and various utility providers.

This project's construction was completed in 2010.

**CONSTRUCTION COST:** 75K

#### **PROJECT MANAGERS:**

Randy S. Wertepny, PE  
Ralph D. Davis, III



**KESHAVARZ & ASSOCIATES**

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE



**City of West Palm Beach**  
 401 Clematis Street  
 West Palm Beach, FL 33401  
**Contact: Jim Gammon**  
**(561) 494-1040**

### **Gaines Park Community Center Expansion, West Palm Beach, Florida**

**SCOPE:** In collaboration with Bermello Ajamil & Partners, Inc., we were commissioned in 2006 to provide drainage analysis, site civil engineering design, environmental permitting and construction administration services for the construction of a 3.16 acre facility, comprising a building, parking areas and sidewalks within the existing 55.0 acre recreational facility. **This facility's expansion enhances the community's ability to engage their youth in productive social behavior and to implement effective youth violence prevention efforts.**



**REGULATING/COORDINATING AGENCIES:** West Palm Beach, PBCHD, SFWMD.

Services completed in 2009

Total Cost: \$2M

**PROJECT MANAGERS:** Maziar Keshavarz, PE  
 Randy S. Wertepny, PE



**KESHAVARZ & ASSOCIATES**

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE



### Palm Beach County Engineering and Public Works

2300 North Jog Road  
West Palm Beach, Fl 33411  
Contact: Charles Rich, P.E.  
(561) 684-4000

#### **60th Street North and “M” Canal Crossing, Palm Beach County, Florida**

**SCOPE:** As Palm Beach County’s Consulting Engineers/Surveyors for the County’s MSTU Program, **K&A was commissioned in 2000 to prepare an Alignment Study to determine necessary improvements to the crossing of the “M” Canal at 60th Street North. The study included a cost analysis of alternative methods (Culverts vs. Bridge), of crossing the “M” Canal.** Upon determination of the appropriate corridor, we prepared survey documents and engineering plans, details and specifications for implementation of the suggested improvements for approximately 2600 LF of roadway, and the associated dry detention area and outfall canal. Our services included extensive negotiations, on behalf of the County, with the City of West Palm Beach, Indian Trails Improvement District and Cypress Grove Community Development District. This project was placed on hold pending the execution of an interlocal agreement with the City of West Palm Beach.

**REGULATING/ COORDINATING AGENCIES:** Palm Beach County, City of West Palm Beach (and their subconsultants, CH2M Hill and Mock Roos), Indian Trails Improvement District and Cypress Grove Community Development District.

**PROJECT MANAGERS:** Maziar Keshavarz, PE  
Allen T. Green III, PE



**KESHAVARZ & ASSOCIATES**

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE

**The Scripps Research Institute**  
 Facilities Services  
 10550 North Torrey Pines Road  
 La Jolla, CA 92037  
**Contact: Pete Herold, Vice President**  
**(858) 784-8861**



### **Scripps Research Institute Florida Headquarters, Jupiter, Florida**

**SCOPE:** K&A's reputation in consistently delivering successful results on sensitive assignments led to our selection as the Civil Engineer of Record for Palm Beach County's most prestigious guest. In collaboration with Zeidler Partnership, Inc., **we were contracted first in 2004 for Mecca Farms site and then in 2006 to prepare the construction plans and facilitate the permitting for the site and civil infrastructure including water, wastewater and reclaimed water for the Scripps Research Institute Headquarters at the Florida Atlantic University's Jupiter Campus.** After concluding those services several weeks ahead of the already aggressive deadlines, we performed the construction administration services for the Scripps facilities in Abacoa, comprising a 364,000 SF building complex on a 30 acre site.

**REGULATING/ COORDINATING AGENCIES:** Town of Jupiter, NPBCID, FAU, US ARMY CORPS, Loxahatchee River District, PBC Land Development, Fire Marshal and Health Departments, SFWMD, and Florida Fish & Wildlife.

This project was successfully completed ahead of schedule and within budget in 2008.

**CONSTRUCTION COST:** \$170M

**PROJECT MANAGERS:** Maziar Keshavarz, PE  
 Scott F. Bryson, PSM and Ralph D. Davis, III



**KESHAVARZ & ASSOCIATES**

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE



**City of West Palm Beach**  
 401 Clematis Street  
 West Palm Beach, FL 33401  
**Contact: Jim Gammon**  
**(561) 494-1040**

### **WPB Disaster Monitoring Services, “M” Canal, West Palm Beach, Florida**

**SCOPE:** In collaboration with Taylor Engineering following the hurricane events during the 2005 season, the City of West Palm Beach commissioned our firm to perform land surveying activities to determine the extent of damage and emergency repairs needed at Clear Lake, Lake Mangonia, the M Canal and the Water Catchment Area projects, an area comprising over 8½ miles of waterside length. Our services included obtaining all survey data associated with the historical edge and/or water base lines, construction staking activities during construction of improvements, and record data acquisition.

Services were successfully completed in 2006

**PROJECT COST:** (fee) \$39K

**PROJECT MANAGERS:** Maziar Keshavarz, PE  
 James C. Dutton, P.S.M.



**KESHAVARZ & ASSOCIATES**

## RESPONDENTS QUALIFICATIONS AND EXPERIENCE

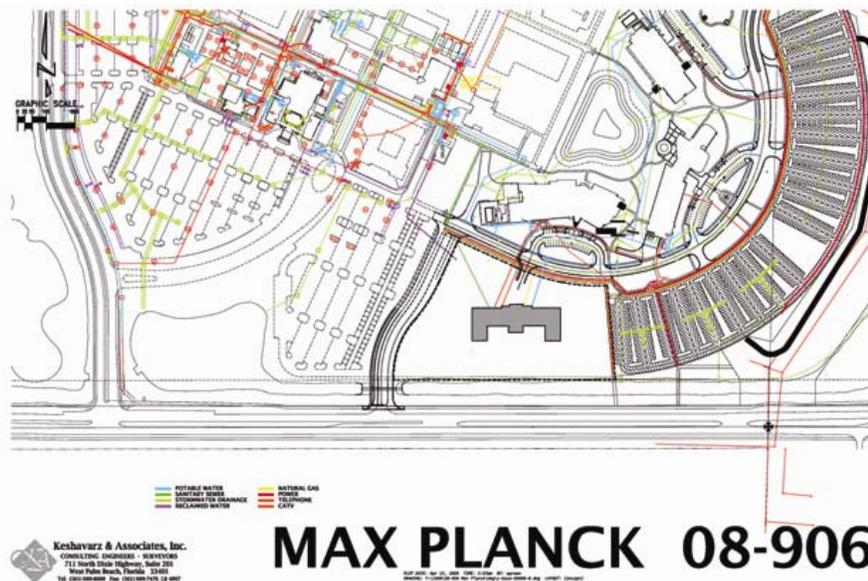


**The Max Planck Society**  
 Division of International Relations  
 One Max Planck Way  
 Jupiter, FL 33458  
**Contact: Dr. Claudia Hillinger**  
**(561) 972-9023**

“Max Planck Florida Institute”, Jupiter, Florida

**SCOPE:** In 2008, we were commissioned to perform professional land surveying and civil engineering services for the infrastructure due diligence process in connection with the Max Planck Florida Institute at FAU in Jupiter. Our services have included preparation of a legal description and graphic depiction of the right of way for the access road connecting the project to Donald Ross Road and Scripps Way. **Our services also included the creation and preparation of the legal description and associated graphic representation of the proposed parcel of land to be “leased” from FAU for the Max Planck facilities based on density requirements and the Client’s needs to support the proposed building.** Our services were completed early 2009.

**PROJECT MANAGER:** Scott F. Bryson, P.S.M.



**KESHAVARZ & ASSOCIATES**



## RESPONDENTS QUALIFICATIONS AND EXPERIENCE

### REFERENCES

**George Webb, P.E., County Engineer**

**PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS**

P. O. Box 21229

West Palm Beach, FL 33416

(561) 684-4070

*Acting as Continuing Consulting Engineer/Surveyor for MSTU Program since 1992 and General Civil Engineering Services since 1993*

*Projects: Roan Lane Area Drainage Improvements, together with over 75 MSTU Street Improvement Projects*

**Bevin Beaudet, P.E., Director**

**PALM BEACH COUNTY WATER UTILITIES DEPARTMENT**

8100 Forest Hill Boulevard

West Palm Beach, Fl 33416

(561) 493-6001

*Acting as Consulting Engineer since 2011*

*Projects: Glades Regional Hospital Watermain Extension and Aberdeen Reclaimed Water System, together with over 100 various private and public projects within their jurisdiction*

**Elizee Michele, Executive Director**

**WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**

1280 North Congress Avenue, Suite 215

West Palm Beach, FL 33409

(561) 640-8181

*Projects: Continuing engineering/surveying services since 2000 for the entire 1400 acre area of the Westgate/Belvedere Homes Community Redevelopment Agency, including water management, utilities master planning, streetscape, etc.*

**Carlos DeRojas, P.E., Senior Supervisor, Engineering**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

3301 Gun Club Road

West Palm Beach, FL 33407

(561) 682-6505

*Projects: Over 150 public and private "Environmental Resource Permit" approvals successfully completed.*



**KESHAVARZ & ASSOCIATES**



## RESPONDENTS QUALIFICATIONS AND EXPERIENCE

### REFERENCES

**O'Neal Bardin, Jr., Executive Director**

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**

359 Hiatt Drive

Palm Beach Gardens, FL 33418

(561) 624-7830

*Acting as District Consulting Engineer/Surveyor since 2002*

*Projects: Donald Ross Road Widening, Donald Ross Road and Military Trail Intersection and Sidewalk Improvements, PGA National Roadway Resurfacing, Indian Creek Parkway and Military Trail Intersection Improvements*

**Kenneth S. Todd, Jr., P.E., Water Resources Manager, County Administration**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

301 N. Olive Avenue, Suite 1101.5

West Palm Beach, FL 33401

(561) 355-4600

*Projects: Stub Canal and L-2 Canal Basins Drainage Study*

**Clinton R. Yerkes, Deputy Executive Director**

**LOXAHATCHEE RIVER DISTRICT**

2500 Jupiter Park Drive

Jupiter, FL 33458

(561) 747-5700

*Acting as Continuing Consulting Engineer/Surveyor since 2010*

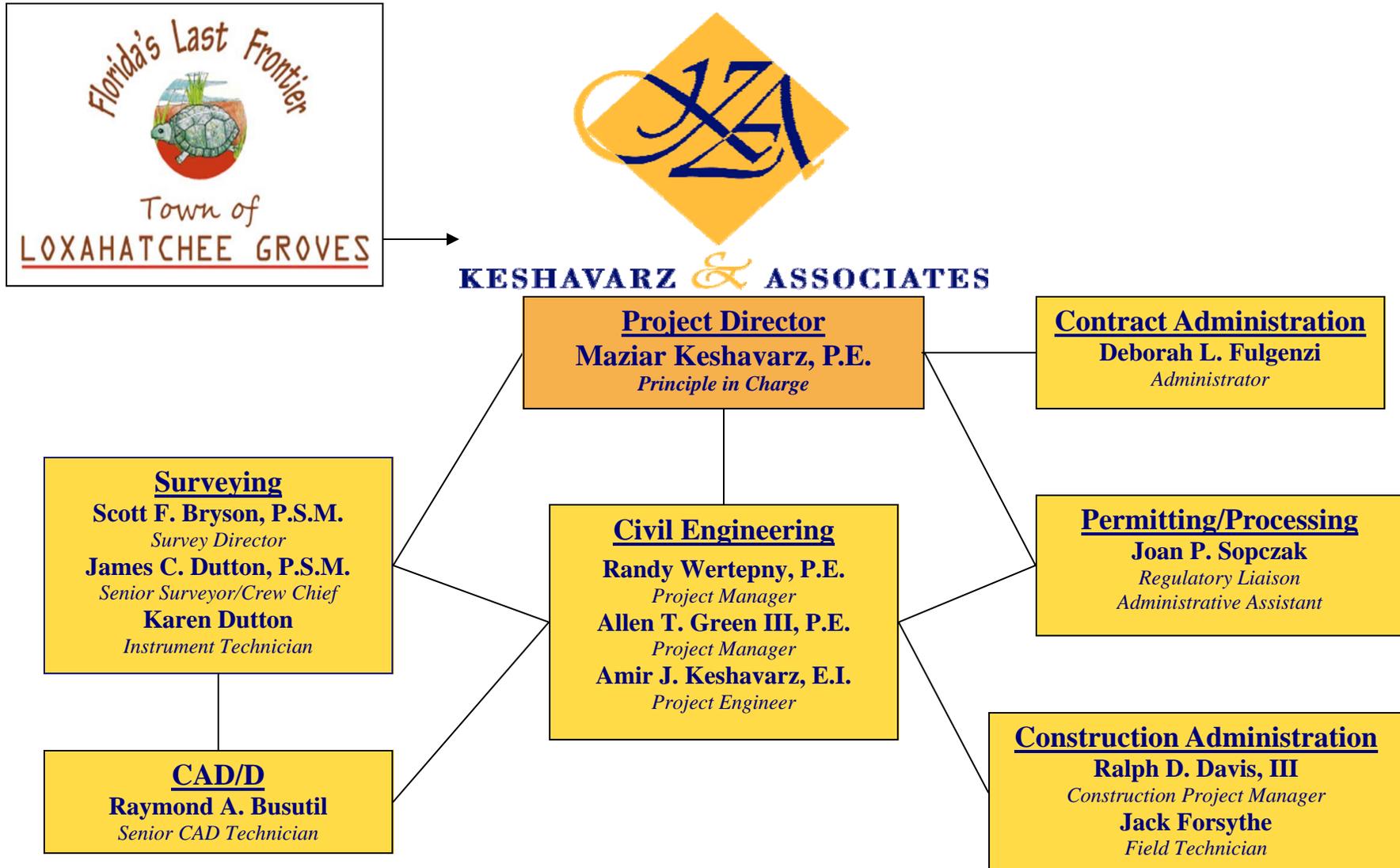
*Projects: Pennock Point Low Pressure System, Loxahatchee Landings Sanitary Sewer System, Toney Penna Commercial and Ocean Cove Force Main*



**KESHAVARZ & ASSOCIATES**

**ABILITY AND CAPABILITY TO PERFORM REQUESTED SERVICES**

**Staff Organizational Chart**





**Firm's Approach** - Keshavarz & Associates, Inc.'s (K&A) overall approach is one that is built on "team approach" and the premise of quality control by peer participation and review. Although a specific Project Manager is assigned to serve as the point of contact at K&A, typically the entire body of engineering and survey professionals, including Maziar Keshavarz, participate in the planning and design of the project. It is our belief that the multi-person approach offers the best potential for success in the form of deeper formation of the project strategy, a more efficient design and better quality control throughout the design and construction process. Our staff is sensitive to issues related to potential legal liability of the Client throughout the design and construction process and takes great care to avoid undue exposure in this regard. K&A remains active and present in all phases of project development from the preparatory kick-off sessions to final certifications.

Due to the unspecific nature of the services discussed in this RFQ, it is not possible to predict the timing and type of assignments by the Town; however, typically the project development approach utilized by K&A includes the following steps:

**Planning Phase** – This process would begin with a close study of the Town's "wish list" for the project, leading into identification of project participants and responsibilities, documentation of existing physical and financial opportunities and constraints. The project schedule would either be formed with the Town's participation or, if one already is desired or prepared by the Town, it will be evaluated and committed to. A project specific survey syllabus will be authored with the Town's participation and input. Following will be review of design criteria and permitting requirements through a series of meetings and interviews with pertinent agencies, including Town staff. Specific focus will be applied towards identifying any opportunities to implement "LEED" and/or other "sustainable design" measures into the project while identifying environmentally sensitive issues. Finally, K&A will provide assistance with identifying possible funding sources, including grants, loans and other pertinent financial support. This phase will also include the identification of potentially sensitive regulatory or political issues and K&A staff, together with Town staff, will participate in "Strategic Planning" sessions to identify means and methods of resolving these issues.





**Survey Data Acquisition** - The accuracy of our designs is predicated on an accurate set of notes and calculations prepared by our Land Surveying Department. To that end, we have two licensed professionals with combined experience of over 50 years, all in Palm Beach County, who oversee the field and office tasks associated with the pre-design efforts. Additionally, these two individuals have acquired experience in many facets of surveying including Boundary, Construction Layout, Control, Hydrographic, Mean High Water Line, Quantity, Right-of-Way, Record Drawings, Specific Purpose and Topographic Surveys. Both of these individuals possess technical expertise in performing the firm's computer analysis and calculations.

**Design Phase – Preliminary Design (30%)** - K&A staff and consultants shall work in conjunction with the Town to refine the scope of the project, begin the field data acquisition/verification process as a supplement to the Town's data/record data and in concert with the survey syllabus prepared previously, prepare preliminary design documents consisting of preliminary drawings, draft specifications and preliminary construction cost estimate. Preliminary documents are presented for review and comment to the applicable parties. First round of meetings with regulators for preliminary review of design documents occur at this stage setting the stage for a “no surprises” process of review.

**Interim Design (60%)** - Based upon receipt of comments from the preliminary design review from the Town and other entities, the plans are revised and refined and the applicable details and specifications are further developed. Construction estimate is updated. Plans are reissued for review and comment prior to completion of the final design and permitting phase. Formal permit applications are submitted to all pertinent regulators at this stage.

**Final Design (90%-100%)** - The final design documents (calculations, plans, details and specifications) are completed, ready for submission to the applicable permitting agencies. The construction cost estimates are finalized, bid forms prepared, notices and instructions to bidders are issued, if necessary. K&A will assist with preparation of general conditions, supplementary general conditions and other construction contract documents.

**Permitting Phase** - Prepare and submit permitting documents as required to obtain approvals of governmental authorities having jurisdiction and assume engineering responsibility in obtaining such approvals by participating in submissions to, and negotiating with the appropriate agencies. This shall include furnishing back-up data as required during the various review procedures. As stated earlier, this task begins by a series of meetings and interviews very early in the design process and becomes more formalized towards the end.





**Construction Phase** – After preparation and issuance of the bid documents, K&A will assist the Town during the “Bid Phase” by responding to “Requests for Information (RFIs)” and “Contract Negotiations and Award Phase” by utilizing our relevant and local experience. K&A’s participation in this phase will also include consulting with and advising the Town as to the acceptability of substitute materials and equipment proposed by the Contractor, evaluating the bids, assembling the non-legal portions of construction contract documents and making a recommendation of award of the construction contract.

Once the construction phase begins, K&A will complement the Town’s staff by providing administration of the construction contract to include: routine site visits, preparation of site visit reports, review of shop drawings, change orders, pay requests, issuance of written notifications as needed, review of record drawings and completion certifications as required by the regulatory agencies. K&A’s role as “Engineer of Record” during the construction phase is one comprising the Town’s “eyes and ears” towards insuring that the Town’s quality, scheduling and fiscal interests are well protected. K&A’s services during this phase will be performed by a combination of experienced field representatives fully supported by registered engineers in the office, all working under the supervision of the Project Manager who orchestrated the design and permitting phases.

In as much as Design and Construction occurs once, *maintenance* is an ongoing task throughout the life of the system, thus strong emphasis should be put on the future maintenance efforts of the system under design by the Engineer. At K&A, we design on a comprehensive platform; an approach that takes all of the above into consideration. If one is left out, the project is a failure. Likewise, if one is over-attended, another parameter will suffer.

**Grant Application Expertise** - K&A staff are uniquely qualified to assist our clients in the process of identification, application, implementation, record keeping and auditing of various grant programs. K&A’s involvement with the socio-political scene throughout Palm Beach County has resulted in our ability to learn about various opportunities in terms of grants originating at the State and Federal levels. Our mature and positive relationships with decision makers on these grant programs have also proven to yield significant results for our clients.

For the past ten years, we have been instrumental in the provision of technical reports and analysis to support the Westgate/Belvedere Homes CRA’s grant applications for FEMA’s Hazard Mitigation Grant Programs (HMGP) and other grants, including Lake Worth Lagoon, Community Development Block Grant (CDBG), Housing and Community Department (HCD). A total of \$11,000,000 in grants have been secured over the last 7 years through the CRA and K&A’s collaborative efforts.





**Regulatory and Permitting Success** - We fully recognize the importance of the regulatory process associated with our projects and as such, have concentrated on that responsibility. By collaboration with, rather than effortlessly and prematurely agreeing with the regulators; by face to face dialogue, rather than the customary letter writing efforts; by assigning a senior staff member to head our exchanges of information and documents with them, we have demonstrated our desired relationship to be one of a deliberate partnership, rather than a guarded transaction.

We utilize a tracking method for all of our projects during the approval process in the form of a table, which has become a standard feature of our firm's services. This table lists all of the permits necessary, the contact persons, submittal, response and re-submittal dates, approval and expiration dates for each permit, together with all germane specific conditions listed as notes. Our clients as well as our staff refer to this digital "living document" to assess the status of the project's permitting phase in one glance.

It is important to note that in 26 years, K&A has participated in almost 1000 projects in Palm Beach County, during which over 3000 permits have been applied for by this firm. In this lengthy history of working with regulatory and permitting agencies, municipalities, utility companies and State Transportation authorities, at no point have we been unable to successfully guide a permit through the approval process. Through the relationships we enjoy with these permitting and regulatory agencies of all kind, an acceptable design that is acceptable by the client is always found, sometimes through creative, or perhaps unusual, yet well thought out and supported solutions. We refer you to our list of references where a number of our clients, some regulators themselves, comment on our excellent abilities and relationships with the regulators we work with.

K&A has dealt with many complicated issues regarding design constraints and considerations throughout Palm Beach County while working with these permitting agencies in stride. We look forward to becoming more familiar with the Loxahatchee Groves Water Control District through a working relationship and meeting the new design challenges that your unique town offers.





**Cost Estimates and “Value Engineering”** - Like many other engineering firms we have a bank of information at our disposal with actual construction costs for each of our projects and other related information available that we utilize for cost estimating purposes. What separates our ability to provide current and accurate construction cost estimates is that we do not rely solely on past construction bids. We have and maintain very good relationships with various reputable contractors within Palm Beach County, with whom we collaborate to confirm the constantly changing costs associated with the construction industry. This additional input bolsters our cost estimating capabilities and allows us to provide current and accurate information for our clients. Our most recent estimates of construction costs have been within 5% of the actual bid amount.

Another area of focus as related to construction cost should be “Change Orders”. While the “Bid Price” is seldom the final price for any construction project, the legitimacy and magnitude of “Change Orders” must be examined carefully by your engineers. K&A has an excellent track record of meeting our client’s expectations with respect to project costs and specifically in minimizing “Change Order” issuance through proper design document preparation and pre-design investigation of existing conditions. All that said, sometimes in the complex setting of the construction process, conditions arise that were not expected which justify approval of “Change Orders”. It is, however, our belief that an accurate set of design documents is key to minimizing change orders. Our largest public client, Palm Beach County, consistently ranks us highly on our ability to meet construction budgets and minimizing change orders.

Meeting our client’s construction budgets is of paramount importance to our firm’s reputation and success. As such, we have learned that the process of cost containment must become an integral part of the design process and focused on at every stage. We do not believe in performing a “Value Engineering” effort at the end of the project upon discovery of an exceeded “Construction Budget”. True “Value Engineering” must be intertwined with the design process from the onset and adhered to throughout the design and approval phase. “Value Engineering” at the end of a completed design is simply a dilution of project quality and must be avoided at all costs. Good design yields “Value Engineered” systems automatically.

We recognize that in performing the services requested with this RFQ, we may be required to apply the concept of “Value Engineering” to a completed set of construction documents prepared by others. This is a role that we have played in the past and have successfully provided cost efficient solutions for our clients with an emphasis on not incurring additional significant maintenance responsibilities as a result of our “Value Engineering” recommendations.





**Schedule, Cost and Quality Control** - Project schedules are monitored consistently throughout the project duration, irrespective of the specific phase of activities. Project schedules are often driven by issues or entities outside of the K&A and client relationship. We fully recognize the ramifications of not meeting project schedules. Throughout our 25 year tenure, we have developed tools and control methods to prevent schedule failures. Schedules and costs are monitored consistently by Mr. Keshavarz as well as the designated project managers through computer based cost management and scheduling tools provided to all firm personnel. Project costs and their relationship with the designated project completion milestones are also consistently monitored and discussed in weekly project management meetings. While most of our projects are performed under the “fixed fee” arrangement which protect our clients from exposure to unexpected fee increases, we recognize the negative impact that an “Exceeded Design Budget” can have on the performance of the project manager and ultimately the quality of the related work product. As such, we have developed methods by which we quickly identify and control budget overruns on our projects and take the appropriate steps to remedy them

**Availability Commitment** - We would like to emphasize that we fully recognize the importance of timely delivery of products that result in projects built within our Client’s budgets and funding parameters. Even the most brilliantly engineered systems delivered without regards to budgeting and scheduling constraints are often futile efforts. The objective of embarking on a design project is not only to create a perfect system or finish a task timely or meet a design budget, or even get a permit. The true purpose is to design a system within the constraints of the “Project” and “Client” which, once constructed, will stand the test of time for decades to come while providing a safe and secure service to it’s users. Currently, we are fully committed and available to provide the Town of Loxahatchee Groves the services requested, and would be glad to rise to the privilege of continual work in the future for your unique town.

It should be noted that our current workloads, in line with the rest of our industry, have suffered a meaningful contraction in recent years due to the economic downturn. As such, we consider your request for qualifications a timely and opportune event and are confident that we can respond to all of your needs expeditiously and effectively.

As a general practice, K&A undergoes an in-depth review and research process regarding RFQ’s that arise in an effort to be selective as to what work we engage in. Our decision to pursue this RFQ is our expressed statement of commitment and availability to consistently provide the Town of Loxahatchee Groves with our expertise.





**Knowledge of Your Town** – We have reviewed the Town of Loxahatchee Groves Strategic Plan, Master Roadway, Equestrian and Greenway Plan, together with the 2012-2013 Annual Operating and Capital Budgets in order to familiarize ourselves with the services anticipated under this contract. We have also extensively reviewed the Comprehensive Plan, Trail Plan and Ordinances, and are already familiar with the Unified Land Development Code, as adopted in 2010 as well as the strict development standards adopted by the town. We are aware of the more stringent water management criteria for the Town as compared to Palm Beach County and the South Florida Water Management District.

We have also become familiar with Loxahatchee Groves Water Control District and their relationship with the town in regards to design standards and the operation and maintenance of the stormwater and roadway infrastructure in conjunction with the town. We are aware of the Town's desire to maintain its unique community, to preserve its environment and maintain a rural/equestrian lifestyle.

**Financial Strength** - K&A always welcomes clients and government agencies that request fiscal solvency of all entities they conduct business with. Where other firms may consider it inconvenient or an affront on their trustworthiness, we believe it shows a necessary focus and value on financial strength and transparency. We have NEVER had any debt, EVER. Please see the attached exhibits as indicators of our financial strength currently, in spite of the challenging years since 2008.

I, Maziar Keshavarz, P.E., President and Owner of Keshavarz & Associates, Inc., hereby affirm that Keshavarz & Associates, Inc. has been and remains in excellent financial status. As of December 2012, the firm's long term liabilities equate to approximately \$32,000.00, whereas the total assets equate to approximately \$800,000.00.

The firm has continued to operate profitably since it's inception in 1987.

I also attest that Keshavarz & Associates, Inc. is fully capable of meeting all of it's financial obligations currently and for the foreseeable future.





**BANK REFERENCES:**

**Philip G. Blumel, CFP, Certified Financial Planner**  
**RAYMOND JAMES & ASSOCIATES, INC.**

525 Okeechobee Boulevard, Suite 900  
West Palm Beach, FL 33401  
(800) 351-5400

**Bill Bramlett, Vice President**  
**SUNTRUST BANK**

501 S. Flagler Drive  
West Palm Beach, FL 33401  
(561) 835-2820

**TRADE REFERENCES:**

**George G. Gentile, FASLA, LEED AP, Lead Partner**  
**GENTILE, GLAS, HOLLOWAY & O'MAHONEY & ASSOCIATES, INC.**

1907 Commerce Lane, Suite 101  
Jupiter, FL 33458  
(561) 575-9557

**Roberto Balbis, P.E., Branch Manager/Vice President**  
**ARDAMAN & ASSOCIATES**

2200 North Florida Mango Road, Suite 101  
West Palm Beach, Florida 33409  
(561) 687-8200

**Bijan Parssi, P.E., President**  
**BOTKIN PARSSI & ASSOCIATES, INC.**

6141 Lake Worth Road  
Lake Worth, FL 33463  
(561) 965-1957





**MATTHEWS ACCOUNTING SERVICES, INC.**

13700 US Hwy 1, Suite 101  
Juno Beach, FL 33408  
Phone (561) 775-4575  
Fax (561) 775-5771

March 22, 2013

To Whom It May Concern:

Re: Keshavarz & Associates Inc.

Our firm has been providing tax and accounting services to Keshavarz & Associates Inc. for more than 10 years. They have always operated profitably with a strong balance sheet and substantial cash reserves. They also own all of their equipment and software.

Current cash on hand exceeds 6 month of operating expenses.

Regards,

Joseph Matthews – President  
Matthews Accounting Services, Inc.





## ABILITY AND CAPABILITY



**Bill Bramlett**  
Vice President  
Business Banking Rel. Mgr.

**SunTrust Bank**  
4500 PGA Blvd.  
Palm Beach Gardens, FL 33418  
Tel 561.207.6020  
Fax 561.775.0875  
bill.bramlett@suntrust.com

March 21, 2013

To: Town of Loxahatchee Groves  
14579 Southern Blvd, Ste 2  
Loxahatchee Groves, FL 33470

Re: Keshavarz & Associates Inc.

Dear Sir or Madam:

Keshavarz & Associates Inc. has been a client in good standing for over 10 years. All accounts have been maintained as agreed. Their deposit account maintains an average mid 5 figure balance. Should you need any additional information please contact me direct.

Respectfully,

Bill Bramlett  
Vice President  
SunTrust Bank



**KESHAVARZ & ASSOCIATES**



# ABILITY AND CAPABILITY



## CERTIFICATE OF LIABILITY INSURANCE

KESHA-1 OP ID: DH

DATE (MM/DD/YYYY)

03/05/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach, FL 33401 HW"Hank" Massey, Jr, CLU, CPCU	Phone: 561-478-1660 Fax: 561-478-6876	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
<b>INSURED</b> Keshavarz & Associates, Inc. Mrs. Deborah Fulgenzi, Off Mgr 711 N. Dixie Highway, Ste 201 West Palm Beach, FL 33401		INSURER A: Assurance Company of America 19305 INSURER B: Zurich/Maryland Casualty 19356 INSURER C: Endurance American Ins. Co INSURER D: INSURER E: INSURER F:

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	PAS39690673	02/09/13	02/09/14	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 - COMPI/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		PAS39690673	02/09/13	02/09/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X		PAS39690673	02/09/13	02/09/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	004819464	07/01/12	07/01/13	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liabi			PPL10003697100 RETRO DATE:11/1/87	07/01/12	07/01/13	Each Occ. 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional insured: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.  
 30 days notice of cancellation

<b>CERTIFICATE HOLDER</b>  Palm Beach County Water Utilities Department Fax# 561-493-6113 8100 Forest Hill Blvd. West Palm Beach, FL 33413	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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**KESHAVARZ & ASSOCIATES**

**CURRENT LICENSES & REGISTRATIONS**

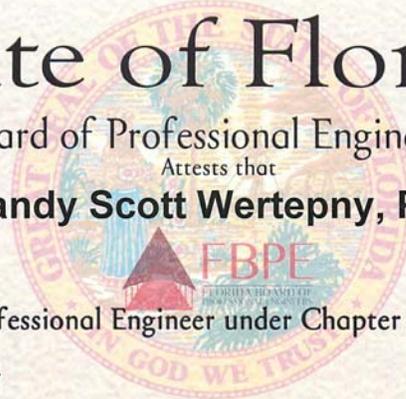
**PROFESSIONAL ENGINEERS**

**State of Florida**  
 Board of Professional Engineers  
 Attests that  
**Maziar Keshavarz, P.E.**



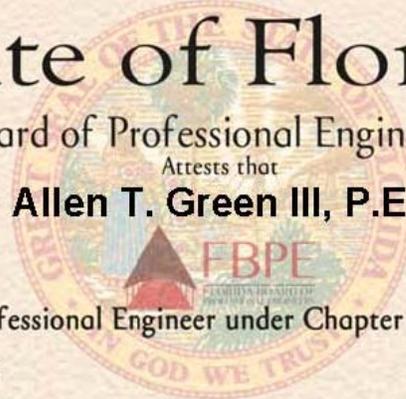
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2015 P.E. Lic. No: 38693  
 Audit No: 228201515258

**State of Florida**  
 Board of Professional Engineers  
 Attests that  
**Randy Scott Wertepny, P.E.**



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2015 P.E. Lic. No: 72504  
 Audit No: 228201517314

**State of Florida**  
 Board of Professional Engineers  
 Attests that  
**Allen T. Green III, P.E.**



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2015 P.E. Lic. No: 67401  
 Audit No: 228201519901



# CURRENT LICENSES & REGISTRATIONS

PROFESSIONAL SURVEYORS AND MAPPERS



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS5991**  
Expiration Date: February 28, 2015

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

SCOTT FERRELL BRYSON  
2974 SW COLLINGS DR  
PORT SAINT LUCIE, FL 34953-4311

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS5764**  
Expiration Date: February 28, 2015

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

JAMES CHRISTOPHER DUTTON  
711 N DIXIE HWY STE 201  
WEST PALM BEACH, FL 33401-3902

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.





**Town of Loxahatchee Groves**  
Preferred Discipline Form for  
Request for Qualifications-2013-001-  
Professional Engineering Services

Please identify which of the following disciplines your firm would like to be considered and return this form with your proposal.

- |  |   |  |
|--|---|--|
| A. General Town Services                 | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| B. Traffic Engineering Services          | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| C. Land Surveying Services               | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| D. Environmental Engineering Services    | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| E. Civil Engineering Inspection Services | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |

**Name of Respondent Firm** Keshavarz & Associates, Inc.

**Address** 711 North Dixie Highway, Suite 201

West Palm Beach, FL 33401

**Phone Number** (561) 689-8600

**Date** 3/22/2013

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA COUNTY PALM BEACH

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer Keshavarz & Associates, Inc.  
 Business address 711 N Dixie Highway, Suite 201, West Palm Beach, FL 33401

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

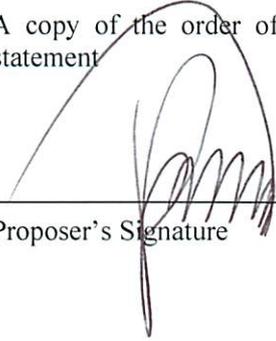
**Please mark the appropriate paragraph below:**

Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is

active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

A copy of the order of the Division of Administrative Hearings is attached to this statement

  
\_\_\_\_\_  
Proposer's Signature

Sworn to and subscribed before me on this 22 day of March, 2013

  
\_\_\_\_\_  
Notary Public Signature

(affix seal)



**DEBORAH L. FULGENZI**  
MY COMMISSION # DD 929754  
EXPIRES: January 28, 2014  
Bonded Thru Budget Notary Services

**NON-COLLUSION AFFIDAVIT**

State of Florida )

)ss.

County of Palm Beach )

Maziar Keshavarz being first duly sworn, deposes and says that:

(1) He/she is the Owner / Officer, (Owner, Partner, Officer, Representative or Agent) of Keshavarz & Associates, Inc. the Bidder that has Submitted the attached Bid;

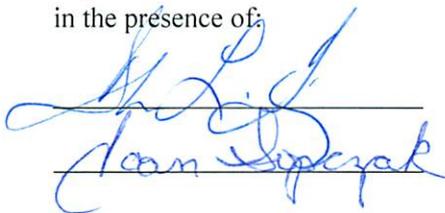
(2) He/she is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

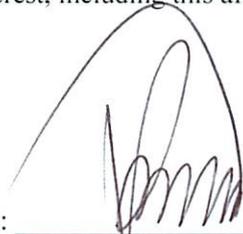
(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm/consultant, or person to submit a collusion or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm/consultant, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Joan Lopez

By:   
\_\_\_\_\_

Maziar Keshavarz, P.E.

(Printed Name)

President

(Title)

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal from this 22 day of March, 2013.

Keshavarz & Associates, Inc.  
Printed Name of Corporation

Florida  
Printed State of Incorporation

By: [Signature]  
Signature of President or other authorized officer

Maziar Keshavarz, P.E., President  
Printed Name of President or other authorized officer

711 North Dixie Highway, Suite 201  
Address of Corporation

West Palm Beach, FL 33401  
Town/State/Zip

(561) 689-8600  
Business Phone Number

(CORPORATE SEAL)

ATTEST:

By [Signature]  
Secretary

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 22 day of March, 2013 by Maziar Keshavarz (Name), President (Title) of Keshavarz & Assoc., Inc. (Company Name) on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

(SEAL)

Deborah L. Fulgenzi  
NOTARY PUBLIC

[Signature]  
Notary Public Signature



DEBORAH L. FULGENZI  
MY COMMISSION # DD 929754  
EXPIRES: January 28, 2014  
Bonded Thru Budget Notary Services

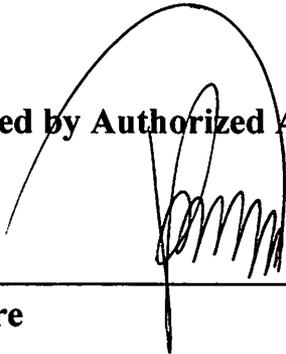
## TOWN PROPOSAL FORM

The undersigned agrees that he/she has read the proposal documents including the Procedure, General Requirements, and Insurance Requirements and General Specifications, and agrees to the terms and conditions set forth therein. Respondent specifically understands that the Town reserves the right to contract with as many respondents as it deems necessary for Professional Engineering Services.

Respondent further agrees that this RFQ is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

**Respondent agrees no officer, agent or employee of the Town of Loxahatchee Groves is directly or indirectly interested in this RFQ.**

**Submitted by Authorized Agent:**




---

**Signature**

---

Maziar Keshavarz, P.E., President

**Print Name & Title**



**KESHAVARZ & ASSOCIATES**  
Civil Engineers – Land Surveyors

**AFFIRMATIVE ACTION /  
EQUAL EMPLOYMENT OPPORTUNITY – POLICY STATEMENT**

It is the policy of Keshavarz & Associates, Inc. to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant’s or employee’s race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at Keshavarz & Associates, Inc. is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

Keshavarz & Associates, Inc. is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, Keshavarz & Associates, Inc. has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact Maziar Keshavarz, P.E., at 561-689-8600 regarding this Affirmative Action Policy.

DATE: 3/22/13

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

711 N Dixie Highway, Suite 201 • West Palm Beach, FL 33401 • 561-689-8600 • fax 561-689-7476 •  
[www.keshavarz.com](http://www.keshavarz.com)

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# Statement of Qualifications

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## The Town of Loxahatchee Groves Land Surveying Services RFQ # 2013 -001

Presented To:



March 22, 2013



**A & B ENGINEERING, INC.**  
**Consulting Engineers • Land Surveyors**



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**Preferred Discipline Forms (page 16 of 25 – 25 of 25)**

**Résumés, Licenses, Minority Certification**

**Insurance Certificate**

**Corporate Charter, Occupational Licenses, Financial Statement**



**A&B Engineering, Inc.**



A & B Engineering, Inc. – Wellington, FL

March 22, 2013

Town of Loxahatchee Groves  
14579 Southern Boulevard, Suite 2  
Loxahatchee, Florida 33470

**RE: RFQ#2013 – 001 Land Surveying Services**

Greetings:

**A & B Engineering, Inc.** is pleased to present this Statement of Qualifications supporting our sincere desire to provide professional land surveying services to the Town of Loxahatchee Groves.

We can confidently demonstrate that we have a clear and comprehensive understanding of the Town of Loxahatchee Groves objective and scope for all land surveying requirements based on our over 50 years of successfully providing similar services to a wide variety of clients of various disciplines, being State, County or local municipalities, or engineering, architectural or planning firms; A & B Engineering, Inc. has been in the forefront of satisfying the strictest requirements of any entity needing our land surveying services.

**A & B Engineering, Inc.**  
3461 Fairlane Farms Road  
Wellington, FL 33414

(A Florida Corporation-founded  
in 1958, incorporated in 1965)

Tel. 561-383-7480

Fax: 561-383-7485

<http://www.abengineering.net/>

Fed ID # 59-1086656

We thank you for this opportunity to provide our qualifications and we would appreciate the opportunity of serving the Town of Loxahatchee Groves.

Sincerely,

**A & B ENGINEERING, INC.**

Dennis D. Painter, RLS  
Vice President

*Land Surveyors • Engineer Services*

3461 Fairlane Farms Road – Wellington, Florida 33414 Tel: 561/383-7480 Fax: 561/383-7485

E-mail: [abengineering@abengineering.net](mailto:abengineering@abengineering.net) Website: [www.abengineering.net](http://www.abengineering.net)



**A&B Engineering, Inc.**

## **Executive Summary**

A & B Engineering, Inc.'s land surveying expertise in Loxahatchee Groves has been demonstrated by our leadership role in recovering and establishing boundary control monumentation throughout the project area. Our confidence that we will provide the Town of Loxahatchee Groves with exceptional land surveying services stems from our long history of successful endeavors, completing numerous surveys of various types for a variety of clients within the Town's boundaries. Our Wellington address enables A & B Engineering, Inc. to better serve the Town due to our close proximity to the project and Town's office.

A & B Engineering, Inc. (formerly known as Adair & Brady, Inc.) has a solid record of providing all types of land surveying services within the Town, and therefore we can confidently demonstrate that we have a clear and comprehensive understanding of the objective and scope of any land surveying requirements that the Town may have. In 1991, A & B provided a boundary survey of the entire Loxahatchee Groves platted area of some 11 square miles and set critical monumentation throughout the area. A & B Engineering, Inc. played an integral role in determining the exact locations of the platted road and canal rights-of-way lines throughout the Loxahatchee Groves platted area. This survey work resulted in a comprehensive boundary survey of Loxahatchee Groves that has become the foundation for all modern surveys within the Town. The success of that project was due largely to the sheer determination demonstrated by each member of the A & B Engineering, Inc. team to provide the best possible survey of Loxahatchee Groves. This true professional spirit is what sets us apart from other land surveying firms. We have continued to provide topographic or special purpose surveys on nearly every major road and canal within the Town. We have provided extensive boundary surveying along Folsom Canal in order to fix the eastern boundary of the Town, and we spoke at public meetings and provided counsel to attorneys for the resolution of the boundary conflicts with the adjacent subdivisions. We have prepared right of way maps in the Town for the most recent OGEM paving road projects, and we have recorded those maps in the Public Records of Palm Beach County. A & B has recently prepared a boundary and topographic survey of 22<sup>nd</sup> Road North that was conveyed to the Town by Palm Beach County. We recently prepared, executed and filed a boundary plat of a 97-acre tract within the Town. The latest of these surveys were performed using our highly accurate GPS devices and robotic total stations, and preparing and digitally sharing drawings in current versions of AutoCAD. A & B Engineering, Inc. has successfully provided many other similar projects to not only Loxahatchee Groves Water Control District, but also to Lake Worth Drainage District, South Florida Water Management District and the Florida Department of Transportation, as well as other towns and cities. Rest assured that we will continue to provide the Town with the highest standard of service and commitment to promote the success of every project. A & B gets the job done right the first time!

We would appreciate the opportunity of serving the Town and fulfilling all of its land surveying needs, as well as continuing to maintain the survey control monumentation we previously established for the benefit of all interested parties.

### ***Consulting Engineers • Land Surveyors***

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E-mail: [abengineering@abengineering.net](mailto:abengineering@abengineering.net) Website: [www.abengineering.net](http://www.abengineering.net)



## Qualifications and Experience

A & B Engineering, Inc.'s approach to managing and preparing surveys has proven to be highly successful. Our local, Wellington-based team has extensive experience in all aspects of land surveying. We are able to provide coordination with local governmental agencies and the public in addressing your needs. We are committed to providing the highest quality results due to our experienced professionals, involvement of corporate leadership and quality assurance program.

A & B Engineering's team is made up of quality-conscious personnel who have worked with various local municipalities, including the City of West Palm Beach, City of Lake Worth, and the Town of Palm Beach. We have successfully worked with many local governmental agencies including Palm Beach and Martin counties, Palm Beach County School District, as well as water management agencies such as South Florida Water Management District, Lake Worth Drainage District and Loxahatchee Groves Water Control District.

## Staffing Plan

A & B Engineering, Inc. is a corporation with more than 50-year history of providing professional land surveying services in Palm Beach County. A & B has available a production staff of a Registered Land Surveyor, one survey field crew, a CAD Technician, as well as one Professional Engineer, all currently available to work on any Town survey project.

The principal owner of the firm is Marjorie Rose. Dennis Painter is vice president and Chief of Survey, and he will be in responsible charge of all land surveying activity. Sergio Machado has extensive experience and training in the technical aspects of providing CAD drawings and calculations for field layout. Russell Waldron is a veteran survey party chief who has surveyed for many years in Loxahatchee Groves and is very familiar with the controls and layout thereof. Ronald Gustainus is a seasoned Professional Engineer who oversees quality assurance and quality control.

**Dennis Painter, R.L.S.** is a Registered Land Surveyor having over 33 years of comprehensive land surveying experience in design survey, computations, and legal aspects, highways, land development, platting and private survey work such as boundary surveys, topographic surveys, hydrographic surveys, condominium documents, construction and as-built surveys, expert witness, and individual lot surveys. Mr. Painter will be the Town's first contact and he will be in direct charge of all land surveying operations and schedules, and will provide the survey work certifications.

### Mr. Painter's Recent Experience:

**School District of Palm Beach County** - Provided boundary and/or design surveys for Lake Worth Middle School, Lake Worth Community High School, Greenacres Elementary School, Crystal Lakes Elementary School, Sandpiper Shores Elementary School, U.B. Kinsey Elementary School, and the Bus Parking Compound, the School District of Palm Beach County - various sites. (Contact: Phyllis Gilbert – see references)



**A&B Engineering, Inc.**

**Loxahatchee Groves Water Control District** – Folsom Canal boundary survey and canal maintenance survey. Prepared topographic surveys for design and maintenance of "A," "B," "C," "D," "E," "F," "G," and portions of North Road and Collecting Canal Road and right-of-way staking for same. Prepared Right-of Way Maps for the recent OGEM project and filed in the Public Records under various Road Plat Book pages, and provided layout for the staking of the OGEM roadways. Prepared a record plat of 97-acre parcel for filing in the public records. (Contact: Clete Saunier, P.E. Phone: 561-312-3003)

**South Florida Water Management District** – Provided GIS information for inclusion into the Lake Okeechobee Watershed project; design surveys for Structures S-5A and S-127 at Lake Okeechobee; C-51 eight (8)-mile right-of-way project. Contact: Howard Ehmke – Phone: 561-682-2978)

**Everglades STA 3 / 4 Project** – Design survey for 20 miles of canal cross sections and location of various control structures.

**Palm Beach County Roads and Highways** - Design surveyor responsible right-of-way mapping, base line retracements for Australian Avenue Interchange.

**FDOT Roads and Highways.** I-95 at Atlantic Boulevard, I-95 at Midway Road and St. Lucie West Boulevard, Districtwide Enhancement Projects in Palm Beach, Broward and Martin counties. (Contact: Jeffrey Smith, PSM - Phone: 954-777-4560)

**Sergio Machado** has more than 14 years of land surveying experience as cad technician for design surveys, computations, roadways, land development, platting and private survey work such as boundary surveys, topographic surveys, hydrographic surveys, condominium documents, golf course layout and individual lot surveys. Mr. Machado currently provides CAD drafting for most survey projects and directs field crew activities including use of our survey methods of defining layers and points for field crew acquisition of field data. Mr. Machado will provide all CAD drafting and most calculations required for providing the Town's land surveying needs.

**Mr. Machado's Recent Experience:**

- **Palm Beach State College** - Provided boundary and design survey for new facilities building and parking garage. (Contact: Kirk Stetson – see references)
- **Loxahatchee Groves** – Directed field crew and provided CAD drafting for right-of-way and topographic survey with elevations for B Road, and intersections at Southern Boulevard and Collecting Canal Road. Prepared Boundary plat of 97-acre parcel.
- **Jupiter Library** – Prepared topographic survey for parking expansion.
- **Southern Region Water Resource Reclamation Facility** – Prepared topographic survey for design of new underground water and sewer pipes and parking configuration.
- **South Central Regional Wastewater Treatment Facility** – Prepared topographic survey for design of new parking configuration. (Contact Felipe A. Martinez - see references)
- **Richard Amestoy/Acme Dairy Road Farm** – Prepared sketch of legal description of 250-acre parcel. (Contact: Richard Amestoy, Phone: 561-436-1576)

**Consulting Engineers • Land Surveyors**

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**A&B Engineering, Inc.**

- **Finnish-American Rest Home** - Prepared boundary and topographic survey for design of new facility. (Contact: Jack L. Bowersox, Phone: 727-463-3277)

*Russell Waldron* has more than 30 years of experience as a field crew chief in land surveying, including boundary surveys, topographic surveys, right-of-way mapping, and individual lot surveys, construction, and land surveying, and has performed precise horizontal and vertical control surveys, construction layout, boundary surveys, design surveys and road surveys. Mr. Waldron is expert at operating and maintaining surveying instruments such as our Trimble S-6 robotic total station, Topcon GTS-4 total station and Trimble R8 GPS Equipment. Mr. Waldron will be in charge of the field crew for all Town survey projects.

**Recent Experience:**

- **Palm Beach State College** – Perform field work for boundary and design survey of new facilities building and parking garage. (Contact: Kirk Stetson – see references)
- **Loxahatchee Groves** – In charge of field crew and provided field work for right-of-way and topographic survey with elevations for B Road, and intersections at Southern Boulevard and Collecting Canal Road. Surveyed plat boundary of 97-acre parcel.
- **Jupiter Library** – Provided field work for topographic survey for parking expansion. (Contact: Joe Colomé - see references)
- **Southern Region Water Resource Reclamation Facility** – Provided topographic survey for design of new underground water and sewer pipes and parking configuration. (Contact Felipe A. Martinez - see references)
- **South Central Regional Wastewater Treatment Facility** – Provided topographic field survey for design of new parking configuration. (Contact Felipe A. Martinez)
- **Florida Power & Light** – Obtained GPS data and provided layout staking of 9-mile portion of new high tension power line through Wellington. (Contact Chris Treland)
- **Finnish-American Rest Home** - Provided field work for boundary and topographic survey for design of new facility.

*Ronald G. Gustainus*, Project Engineer, will be responsible for quality control. Mr. Gustainus has more than 28 years of experience in civil engineering projects including transportation engineering, stormwater management, and site development, in both a design and construction management capacity. He has extensive experience in major construction and design phases of commercial and residential construction engineering projects. His background includes design and approval of land development, transportation and public works projects in Florida and several other states. Mr. Gustainus has developed the ability to coordinate effectively with all regulatory agencies.

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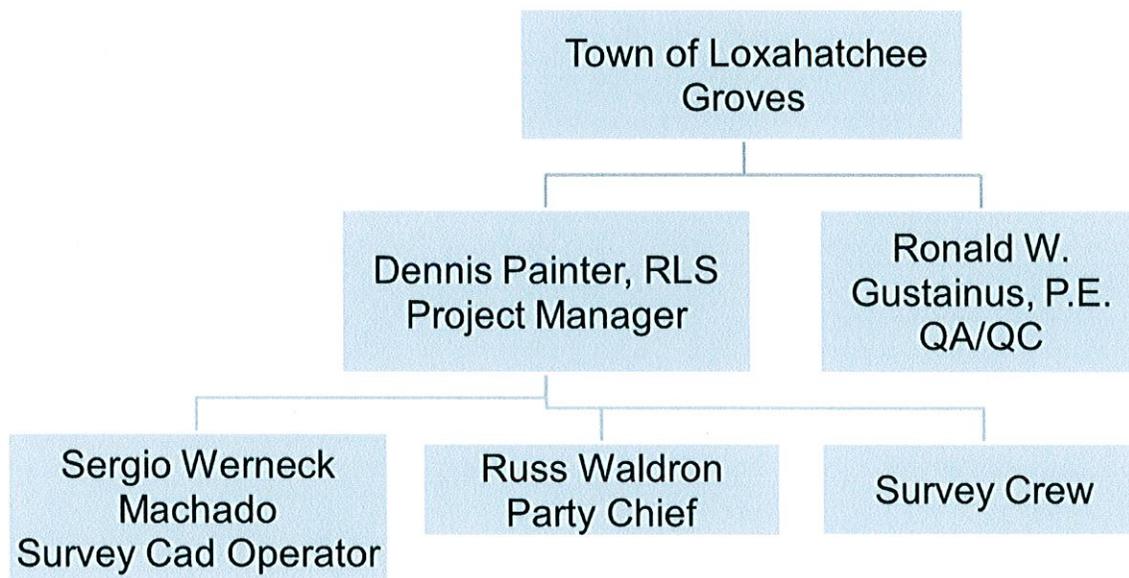
**References:**

1. Phyllis Gilbert, Sr. Real Estate Specialist  
Planning and Real Estate Services  
Division of Support Operations  
School District Palm Beach County  
3300 Forest Hill Blvd., C-110  
West Palm Beach, FL 33406  
Phone: 561-357-7524  
[Phyllis.Gilbert@palmbeachschools.org](mailto:Phyllis.Gilbert@palmbeachschools.org)
  
2. Kirk Stetson, Manager of Facilities Planning & Construction  
Palm Beach State College  
4200 Congress Avenue - MS# 35  
Lake Worth, FL 33461  
Phone: 561-868-3481  
[StetsonK@palmbeachstate.edu](mailto:StetsonK@palmbeachstate.edu)
  
3. Joe Colomé, Senior Project Manager  
Colomé' & Associates, Inc.  
530 24th Street  
West Palm Beach, Florida 33407  
Phone: 561-833-9147  
[jcolome@colome-arch.net](mailto:jcolome@colome-arch.net)
  
4. Alan Gerwig, P.E., LEED AP, President  
Alan Gerwig & Associates, Inc.  
12798 W. Forest Hill Blvd, Suite 204  
Wellington, FL 33414  
Phone: (561) 792-9000, ext. 214  
[agerwig@aga-engineering.com](mailto:agerwig@aga-engineering.com)
  
5. Felipe A. Martinez, P.E.  
Hazen & Sawyer, P.C.  
2101 NW Corporate Boulevard, Suite 301  
Boca Raton, Florida 33431  
Phone: 561-997-8070  
[fmartinez@hazenandsawyer.com](mailto:fmartinez@hazenandsawyer.com)



- 6. Chris Treland, Project Superintendent  
Hardy Tractor Services, Inc.  
924 E. Rhode Island Avenue  
P.O. Box 741674  
Orange City, FL 32774-1674  
Phone: 386 775 1005  
[chris@hartytractor.com](mailto:chris@hartytractor.com)
  
- 7. Bruce W. Parrish, Jr., Attorney at Law  
1870 Forest Hill Blvd., Suite 203  
West Palm Beach, FL 33406  
Phone: 561-642-0591  
[bruceparrish1@bellsouth.net](mailto:bruceparrish1@bellsouth.net)

**Organizational Chart**





## Work Approach and Proposed Scope of Services

Service tasks include:

- ✓ Boundary and topographic surveying; right-of-way staking; horizontal and vertical control, as-built surveys; preparation of legal descriptions and sketches for easements; review public records; drainage and outfall surveys with size of pipe and invert elevations; canal and road cross sections; roadway rock and driveway connection elevations, including all modifications made due to field conditions and change orders as directed. Our staking and layout expenses are included within our fee structure, and there is never an additional material cost associated with staking.
- ✓ Related land surveying services such as checking subdivision plats and legal descriptions submitted for recordation by others as required by State law.
- ✓ All work performed by A & B Engineering, Inc. will be in conformance with the laws of the State of Florida and ordinances of the Town of Loxahatchee Groves. All survey work prepared by us will meet or exceed the Technical Standards as adopted by the Board of Professional Surveyors and Mappers as set forth in Rule 5J-17, Florida Administrative Code.

## Grant Writing:

As land surveyors, we do not apply for grants, but we can assist by offering any unique insights to projects that do require input from a land surveying perspective. Grant opportunities are generally associated with professional disciplines other than land surveying.

## Other Pertinent Data and Considerations

### Disadvantaged Business Enterprise (DBE)

A & B Engineering, Inc. is currently certified by the State of Florida Minority Business Advocacy and Assistance Office, Palm Beach County, and the Florida Department of Transportation as a Minority/Disadvantaged Business Enterprise.

### Specialized Equipment & Training

A & B Engineering is current with software, computers, and data collection methods. Our staff also receives the necessary training to ensure that these systems are being used to their fullest capacity. Examples of the technology in place at A & B Engineering are:

**GPS** – Global Positioning System – A & B Engineering, Inc. uses the latest GPS technology with Trimble receivers and data collection techniques. GPS allows A & B Engineering, Inc. to quickly and accurately determine survey control points in the field without establishing line-of-sight traverses.

### *Consulting Engineers • Land Surveyors*

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E-mail: [abengineering@abengineering.net](mailto:abengineering@abengineering.net) Website: [www.abengineering.net](http://www.abengineering.net)



**A&B Engineering, Inc.**

**Robotic Total Station** –The Trimble S-6 Robotic Total Station is the most advanced data collection system available. It can be remotely controlled by one man or used to collect field data using a reflectorless mode. Members of the firm have attended FDOT training classes for the use of CEFB and has been using it and Trimble Business Office as our preferred methods of data collection for several years.

**AutoCAD** – A & B Engineering also has the current version of AutoCAD and Civil-3D programs, which are industry standard applications used by many entities. AutoCAD files from design projects can be converted to be used with MicroStation, or other GIS compatible programs so that future projects can be incorporated into current designs.

**MicroStation CAD** –A & B Engineering uses MicroStation for some of our engineering designs and uses the FDOT supported Menu Bars for consistent plan development.

**Proximity to the Project** – A & B Engineering's office is located in Wellington, Florida, adjacent to Loxahatchee Groves.

**Permitting:**

A & B Engineering, Inc. provides surveys required for obtaining building and construction permits. In order to provide surveys for permitting, we know the necessary permitting requirements so that we can obtain the correct information to show on the survey so that the design engineer or architect will have no problems with having complete details needed for the permit application.

**Construction Estimates:**

Construction estimates are outside of the scope of services provided by land surveyors.

**Schedules & Quality Control:**

A & B Engineering, Inc. is sensitive to meeting schedules and understands that as land surveyors, the project begins with us, and other professional disciplines cannot begin their work until ours is completed and passed on. This is a challenge that we have had the satisfaction in meeting time and time again. Additionally, construction must have stakes in order to begin their building, and again, we routinely provide staking and grades in a timely fashion so that job is not held up.

Our QA/QC process is such that we can meet your desire for quality. We understand that as the Surveyor of Record, it is our responsibility to provide quality control and quality assurance for our surveys. We use peer project review before certifying surveys. Field checking all drawings is included as part of the peer review. Communication is emphasized to minimize the chances of misunderstanding during all phases of the work. Ron Gustainus, P.E., will oversee this process.

A & B Engineering has taken steps to increase training to provide our staff with the necessary skills so that they can perform their jobs at a high level. This includes computer and surveying system training, as well as plan production reviews that are conducted in-house.

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Our Quality Control Plan is one that has been practiced for many years by A & B Engineering, Inc., both internally and with subconsultants, with great success. Our goal is to provide a reliable product that meets the scope of work in a timely fashion.

**Availability:**

A & B Engineering, Inc. is available to begin any task the Town requires, and stay on that task until it is completed.

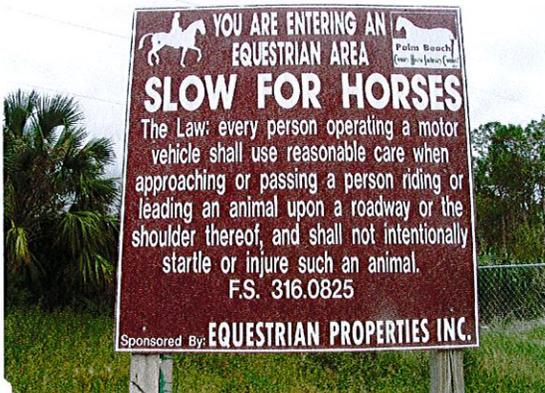
**TYPICAL PROJECT APPROACH**

A successful project should begin with a meeting with the Town’s representatives to verify scope details, expectations, and timing of work phases. Final decisions on such issues as base line stationing and location, permitting, and special details can also be addressed. A & B Engineering, Inc. will review and organize its extensive database of Loxahatchee Groves information for field crew reference. Base drawings for projects can commence immediately due to the method A & B Engineering, Inc. employs to maintain our database of control points for the Loxahatchee Groves plat.



**Typical Road & Canal in Loxahatchee**

**Equestrian Safety:**



“Caution” is a key word while driving in Loxahatchee Groves. Safety will be of paramount concern while the field crew conducts their work. A & B Engineering, Inc. is outfitted with the latest safety equipment required by the Florida Department of Transportation. We are sensitive to the equestrian environment throughout the project site and will exercise due care accordingly.

The following photographs depict various field conditions along roads and canals:

“E” Road-View West  
Typical lateral drainage pipe



“E” Canal – View North

Heavily overgrown bank—The west bank of “E” Canal is dominated by heavy vegetative growth for most of the project. Note narrow road.

“E” Road at Okeechobee Boulevard - View South  
Flashboard Riser



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**"E" Canal Hurricane Debris**

Typical debris and fallen trees left from Hurricanes.



**"E" Canal at North Road – View South**

Note bend in canal location.

It appears that a portion of the canal may be located outside of the right-of-way.



“F” Canal – Note plantings in right-of-way.



“F” Road – View West

Survey reveals improvements and trash in right-of-way.

“F” Road – View North



Trees near right-of-way require evaluation with reference to safety issues. Although this wild tree may be outside of the project limits, A & B Engineering field crews will be instructed to locate such traffic hazards. Most wild trees are not required to be located even if within project limits. Trees within project limits that have been planted for ornamental or commercial purposes are considered “improvements” and should be locate



**“F” Canal at Okeechobee Boulevard – View North  
A School Bus Stop prior to Canal Reshaping**



**Measuring Pipe Sizes**

Due to distortion, pipe diameters are measured vertically and horizontally to insure accurate pipe sizes.

***Consulting Engineers • Land Surveyors***

3461 Fairlane Farms Road – Wellington, Florida 33414 Tel: 561/383-7480 Fax: 561/383-7485  
E-mail: [abengineering@abengineering.net](mailto:abengineering@abengineering.net) Website: [www.abengineering.net](http://www.abengineering.net)

**Typical Canal and Road Field Survey:**

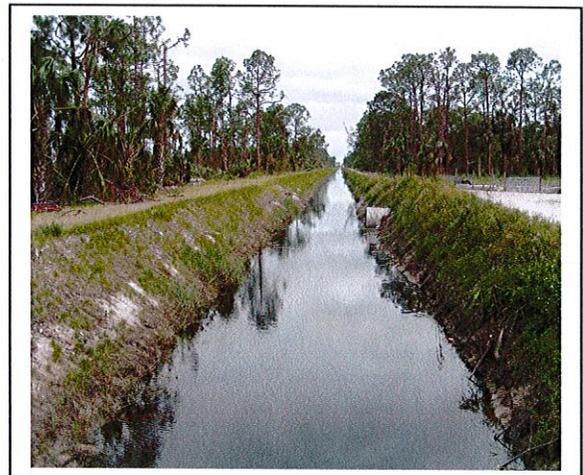
Many canal roadways are located almost entirely within the platted right-of-way thereby necessitating the survey base line to be set on a ten-foot (10') offset to the west of the east right-of-way line. The beginning station will commence at 100+00 at the north right-of-way line of Collecting Canal. Stationing will progress northward along the base line. Base line stations will be set at 500-foot intervals with a #5 steel rod buried at least one-half foot below grade. Block corners and other significant boundary controls will be recovered and marked. Missing controls will be reset accordingly. East-west canals will be run in the same manner beginning at station 100+00 on the platted east right-of-way line of "A" Road and stationing will progress eastward.

Topographic surveys for canals and roads will begin at the platted right-of way line, and proceed locating all visible improvements within the platted right-of-way, and to at least 25 feet outside thereof. It may be necessary in some locations to go beyond the minimum of 25 feet outside of the platted right-of-way line in order to identify roadway hazards or drainage systems that may require consideration, or to clarify specific details. Drainage structures will be carefully measured noting pipe size, material, and invert elevation. Cross sections will also be obtained at 500-foot intervals and will extend to a maximum of twenty-five feet (25') beyond the right-of-way line. This process will continue until the end of the project.

**Before Canal Restoration**



**After Canal Restoration**



**Vertical Control:**

The continued destruction of the vertical network of Palm Beach County benchmarks is of concern. It is recommended that the Town request Palm Beach County to densify their vertical network throughout Loxahatchee Groves. A & B Engineering, Inc. will establish a control run between at least two published benchmarks whenever possible to ensure accuracy. Base line benchmarks will be established at 500 foot intervals as shown below. All elevations have thus far referred to the National Geodetic Vertical Datum of 1929 (NGVD'29), however, this datum is no longer supported by the National Geodetic Survey (NGS). The current NGS supported datum is the North American Vertical Datum of 1988 (NAVD'88) and the zero reference of this datum is about 1.5 feet lower than the old 1929 datum. Therefore, utmost care must be used in identifying the base vertical datum.



Establishing base line controls in Loxahatchee Groves.

Control points are established at ½ foot below graded roads to ensure preservation. Elevations are determined on top of the 500-foot stations as shown here.

**Survey Drawings:**

The field data will be downloaded daily into a CADD station and drafted congruently with the field progress. Plan sheets delineating platted tract and right-of-way lines and all visible improvements and elevations can be provided at a scale of 1"=20'. Individual canal cross sections will be prepared at a vertical scale of 1"=5', and a horizontal scale of 1"=10'. Field personnel will verify and check the drawings to ensure a strict conformity with true site conditions. A second check of the drawings will be made by the land surveyor in charge to assure completeness and quality control. Drawings will be delivered in digital CAD format and in hard copy form.

**Right-of-Way Line Determination and Staking:**

A & B Engineering, Inc. recommends setting lath on the platted right-of-way lines at 100-foot intervals to facilitate canal maintenance construction and fencing. The Town should be aware that surveyors generally do not research public records to determine right-of-way information. Title information should be supplied to the surveyor from a qualified source such as a title company that specializes in official records research. Right-of-way determination will be obtained from the record plat of Loxahatchee Groves.

**Town of Loxahatchee Groves**  
Preferred Discipline Form for  
Request for Qualifications-2013-001-  
Professional Engineering Services

Please identify which of the following disciplines your firm would like to be considered and return this form with your proposal.

- |  |   |  |
|--|---|--|
| A. General Town Services                 | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| B. Traffic Engineering Services          | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| C. Land Surveying Services               | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| D. Environmental Engineering Services    | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| E. Civil Engineering Inspection Services | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |

**Name of Respondent Firm** \_\_\_\_\_ A&B Engineering, Inc. \_\_\_\_\_

**Address** \_\_\_\_\_ 3461 Fairlane Farms Road \_\_\_\_\_  
 \_\_\_\_\_ Wellington, FL 33414 \_\_\_\_\_

**Phone Number** \_\_\_\_\_ 561-383-7480 \_\_\_\_\_

**Date** \_\_\_\_\_ March 20, 2013 \_\_\_\_\_

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF  Palm Beach  COUNTY

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer  Dennis Painter

Business address  3461 Fairlane Farms Road, Wellington, FL 33414

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

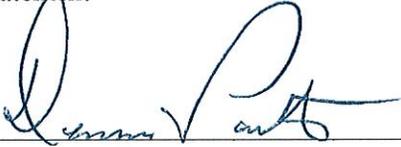
**Please mark the appropriate paragraph below:**

Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is

active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

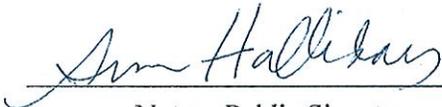
A copy of the order of the Division of Administrative Hearings is attached to this statement



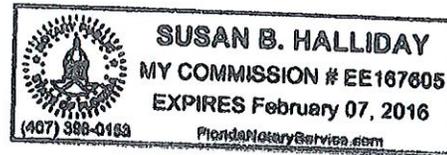
Proposer's Signature

Sworn to and subscribed before me on this 20 day of March, 2013

(affix seal)



Notary Public Signature



**NON-COLLUSION AFFIDAVIT**

State of Florida )

)ss.

County of Palm Beach

Dennis Painter being first duly sworn, deposes and says that:

(1) He/~~she~~ is the Vice President, (Owner, Partner, Officer, Representative or Agent) of A&B Engineering, Inc. the Bidder that has Submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm/consultant, or person to submit a collusion or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm/consultant, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

Mayrae Rae

\_\_\_\_\_

By: Dennis Painter

DENNIS PAINTER  
(Printed Name)

Vice President  
(Title)

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal from this 20th day of March, 2013.

A&B Engineering, Inc.  
Printed Name of Corporation

Florida  
Printed State of Incorporation

By: Dennis Painter  
Signature of President or other authorized officer

Dennis Painter  
Printed Name of President or other authorized officer

3461 Fairlane Farms Road  
Address of Corporation

Wellington, FL 33414  
Town/State/Zip

561-383-7480  
Business Phone Number



(CORPORATE SEAL)

ATTEST:

By Mayne Rue  
Secretary

State of Florida

County of Palm Beach

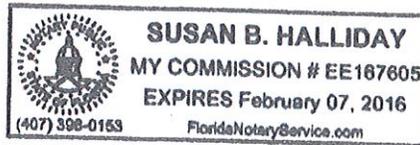
The foregoing instrument was acknowledged before me this 20 day of March, 2013, by Dennis Painter (Name), Vice President (Title) of A&B Engineering, Inc. (Company Name) on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

(SEAL)

Susan Halliday  
NOTARY PUBLIC

Susan Halliday  
Notary Public Signature



## TOWN PROPOSAL FORM

The undersigned agrees that he/she has read the proposal documents including the Procedure, General Requirements, and Insurance Requirements and General Specifications, and agrees to the terms and conditions set forth therein. Respondent specifically understands that the Town reserves the right to contract with as many respondents as it deems necessary for Professional Engineering Services.

Respondent further agrees that this RFQ is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

**Respondent agrees no officer, agent or employee of the Town of Loxahatchee Groves is directly or indirectly interested in this RFQ.**

**Submitted by Authorized Agent:**



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Dennis Painter, Vice President

**Print Name & Title**

**Sample Affirmative Action Policy**  
**For Equal Employment Opportunity**

**AFFIRMATIVE ACTION/  
 EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

**(Company Name)** is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE: MARCH 20, 2013

(SIGNATURE/TITLE): Dennis Painter / Vice President  
 DENNIS PAINTER

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.**



**A&B ENGINEERING, INC.**

## **Dennis Painter, R.L.S. Survey Director**

**Firm Affiliation:**  
A&B Engineering, Inc.

**Education:** Associate of Arts (Computers),  
Associate of Science (Surveying) - Palm  
Beach Community College

**Years Experience:**  
With this Firm: 39  
With Other Firms: 1

**Organizations:**  
Florida Surveying & Mapping Society  
Florida Land Surveyor's Council

**Registration:** Licensed Professional Land  
Surveyor

Mr. Painter has more than 39 years of comprehensive land surveying experience in design, survey, computations, and legal aspects of highways, land development, platting and private survey work, such as boundary surveys, expert witness, topographic surveys, right-of-way mapping, and individual lot surveys.

***Representative projects:***

- ◆ **STA 3/4 Everglades Construction Project, South Florida Water Management District, West Palm Beach, FL** - Directed field operations and coordination with other surveying and engineering consultants.
- ◆ **Drainage Districts** - Lake Worth Drainage District, South Florida Water Management District, Loxahatchee Groves Water Control District - Design surveys and cross sections for water control structures.
- ◆ **FPL Power Plant, Martin County** – Provided horizontal and vertical control, retracement and restoration of land lines, staking and GPS Control Surveying for construction purposes.
- ◆ **FDOT Roads and Highways** – Okeechobee Blvd., I-95 at Atlantic Boulevard, I-95 at Midway Road and St. Lucie West Boulevard, Districtwide Enhancement Projects - Palm Beach, Broward and Martin counties.
- ◆ **Notable Estates** - Boundary surveys for Montsorrel, Mar-A-Lago, DuPont and Roger Dean.
- ◆ **Palm Beach County Roads and Highways** - Southern Boulevard/Australian Avenue Interchange; U.S. 1 Right-of-Way Map (Martin County); U.S. 27 design survey; S.R. 7 baseline retracement.
- ◆ **Colleges & Schools** - Palm Beach Community Colleges - North, South, West and Central Campuses, Florida Atlantic University. Provided boundary and/or design surveys for Lake Worth Middle School, Lake Worth Community High School, Greenacres Elementary School, North Grade Elementary School, South Grade Elementary School, U.B. Kinsey Elementary School, and the Bus Parking Compound, the School District of Palm Beach County - various sites.
- ◆ **Bluefield Ranch** - Boundary survey and section retracement of 8,000- acre ranch in St. Lucie and Martin Counties.
- ◆ **Farms** - DuBois Farms, DuBois Growers, Whitworth Farms, West Boynton Farms, Brynteson's Nursery, Hall's Nursery, Patrick's Nursery, Anthony Groves, Dahlgren's Nursery and Dell Farms.



**A&B ENGINEERING, INC.**

## **Sergio Werneck Machado**

### **Survey Cad Operator**

**Firm Affiliation:**

A&B Engineering, Inc.

**Education:**

Electrical Technology  
Queensborough Community  
College

AutoCAD 14  
Monterey Peninsula College

Computer Basics  
New York University

**Years Experience:**

With this Firm: 1 year  
With Other Firms: 12 years

Fluent in English & Portuguese

Mr. Machado has more than 12 years experience in the field as a Survey and CADD Technician and has prepared maps of record, surveys, boundary surveys, topographic surveys, plats and ALTA surveys utilizing AutoCAD Civil 3D. Mr. Machado is fluent in English & Portuguese.

Mr. Machado has worked on the following:

- ◆ **Indian Trail Improvement District** – provided support and CAD drawings for GPS monumentation and GPS network, baselines, topographic surveys and canal cross-sections, vertical monumentation and surveys for drainage upgrades.
- ◆ **Loxahatchee Groves Drainage Improvement District** – provided CAD calculations for staking of 10 miles of roadway for OGEM Road construction.
- ◆ **Village of Bal Harbour** – prepared a Utility Atlas for water and sewer
- ◆ **City Place** – provided CAD drawings for site improvements including roadways, walks, and utilities.
- ◆ **Various Counties** – prepared CAD drawings for water line and drainage as-builts, prepared maps of record surveys, lots, boundary and topographic surveys.



**A&B ENGINEERING, INC.**

## Russ Waldron Party Chief

**Firm Affiliation:**  
A&B Engineering, Inc.

**Years Experience:**  
With this Firm: 7  
With Other Firms: 23+

**Organizations:**  
FDOT MOT Intermediate Certificate

Mr. Waldron has more than 30 years of experience in land surveying, including boundary surveys, topographic surveys, right-of-way mapping, and individual lot surveys, construction, and land surveying, and has performed precise horizontal and vertical control surveys, construction layout, boundary surveys, design surveys and road surveys. Mr. Waldron is expert at operating and maintaining surveying instruments such as our Trimble S-6 robotic total station, Topcon GTS-4 total station and Trimble R8 GPS Equipment. .

### *Representative projects:*

- ◆ **FPL Power Plant**, Martin County – Provided horizontal and vertical control, retracement and restoration of land lines, staking and GPS Control Surveying for construction purposes.
- ◆ **FDOT Roads and Highways** – Okeechobee Blvd., I-95 at Atlantic Boulevard, I-95 at Midway Road and St. Lucie West Boulevard, Districtwide Enhancement Projects - Palm Beach, Broward and Martin counties.
- ◆ **Drainage Districts** - Lake Worth Drainage District, South Florida Water Management District, Loxahatchee Groves Water Control District - Design surveys and cross sections for water control structures.
- ◆ **Palm Beach County Roads and Highways** - Southern Boulevard/Australian Avenue Interchange; U.S. 1 Right-of-Way Map (Martin County); U.S. 27 design survey; S.R. 7 baseline retracement.
- ◆ **STA 3/4 Everglades Construction Project, South Florida Water Management District, West Palm Beach, FL** - Directed field operations and coordination with other surveying and engineering consultants.
- ◆ **Colleges & Schools** - Palm Beach Community Colleges - North, South, West and Central Campuses, Florida Atlantic University. Provided boundary and/or design surveys for Lake Worth Middle School, Lake Worth Community High School, Greenacres Elementary School, North Grade Elementary School, South Grade Elementary School, U.B. Kinsey Elementary School, and the Bus Parking Compound, the School District of Palm Beach County - various sites.
- ◆ **Farms** - DuBois Farms, DuBois Growers, Whitworth Farms, West Boynton Farms, Brynteson's Nursery, Hall's Nursery, Patrick's Nursery, Anthony Groves, Dahlgren's Nursery and Dell Farms.



**A&B ENGINEERING, INC.**

## **Ronald W. Gustainus, P.E.**

### **Project Engineer**

**Firm Affiliation:**

A&B Engineering, Inc.

**Education:**

Bachelor of Science  
Civil/Structural Engineering  
University of Florida

Master of Science

Transportation Engineering  
California State University

**Years Experience:**

With this Firm: 8  
With Other Firms: 25

**Organizations:**

Florida Engineering Society

**Registration:**

Registered Professional Engineer  
Florida  
California  
Puerto Rico

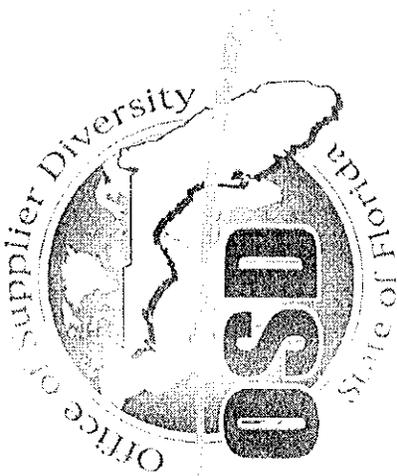
Certified State of Florida

Standard Inspector of Construction

Mr. Gustainus has more than 28 years of experience in civil engineering projects including transportation engineering, stormwater management, and site development, in both a design and construction management capacity. He has extensive experience in major construction and design phases of commercial and residential construction engineering projects. His background includes design and approval of land development, transportation and public works projects in Florida and several other states. Mr. Gustainus has developed the ability to coordinate effectively with all regulatory agencies.

Mr. Gustainus' relevant professional experience includes the following:

- ◆ **Science Consortium Building** – Palm Beach Community College, Eissey Campus – Civil/Site development services including paving, grading, potable water and fire mains, sanitary sewerage, stormwater management and permitting.
- ◆ **Royal Palm Beach Library Expansion** – Palm Beach County – Civil/Site development services including paving, grading, potable water and fire mains, sanitary sewerage, stormwater management and permitting
- ◆ **Glen Ridge / Cloud Lake** – Palm Beach County – Stormwater storage conveyance systems, stormwater pump station and stormwater pump station rehab, environmental permitting, lake dredging, littoral shelf design, berm construction.
- ◆ **S-127 Environmental Permitting** – This existing pump station is adding the construction of a new two-story Operations Control Facility, retrofitting the station with an automated trash rack system, erecting a microwave telemetry tower, upgrading and automating the water control gates, and repaving the asphalt parking areas and access roads. A&B Engineering has provided the District with construction permits from Glades County, FAA, NPDES, USACE, and FDEP, as well as the stormwater management design for the site.
- ◆ **Carlin Park** – Palm Beach County – Civil/Site development services including potable water, fire supply, onsite treatment disposal systems (septic systems), paving of walkways, drainage and Health Department and Environmental permitting.
- ◆ **Glades Central High School Academies**– School District of Palm Beach County – Civil/Site development including paving and drainage, fire supply, Health Department and environmental permitting.



State of Florida

*John P. Miles, Secretary*  
*Florida Department of Management Services*

Business Certification

A&B Engineering, Inc.

Is certified under the provisions of  
 287 and 295.187, Florida Statutes for a period from:

07/13/2011 to 07/13/2013

*John P. Miles*

\_\_\_\_\_  
 John P. Miles, Secretary

Florida Department of Management Services  
 Office of Supplier Diversity

**State of Florida**  
 Board of Professional Engineers  
 Attests that  
**Ronald William Gustainus, P.E.**



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes  
 Expiration: 2/28/2015 P.E. Lic. No:  
 Audit No: 228201507259 30824



Florida Department of Agriculture and Consumer Services  
 Division of Consumer Services  
 Board of Professional Surveyors and Mappers  
 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS3542**  
 Expiration Date: February 28, 2015

**Professional Surveyor and Mapper License**  
 Under the provisions of Chapter 472, Florida Statutes

**DENNIS DEAN PAINTER**  
 3461 FAIRLANE FARMS RD  
 WELLINGTON, FL 33414-8752

**ADAM H. PUTNAM**  
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

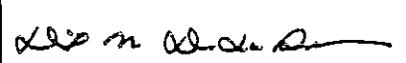
<b>PRODUCER</b> SunCoast Insurance, div of USI 1715 N. Westshore Blvd. #700 Tampa, FL 33607 813 321-7500	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 813 321-7500		FAX (A/C, No): 813 321-7525
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #:		
<b>INSURED</b> A & B Engineering, Inc. 3461 Fairlane Farms Rd Wellington, FL 33414	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Valley Forge Insurane		002132
	INSURER B: XL Specialty Insurance Company		37885
	INSURER C: National Fire Ins Co. of Hartfo		20478
	INSURER D:		
	INSURER E:		

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		C4034948121	02/17/2013	02/17/2014	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP PACT \$
C	AUTOMOBILE LIABILITY		C4034938085	02/17/2013	02/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		DPS9706542	03/04/2013	03/04/2014	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Professional Liability coverage is written on a claims-made and reported basis.**

<b>CERTIFICATE HOLDER</b>  For Proposal Purposes	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

# *State of Florida*

## *Department of State*

I certify from the records of this office that A & B ENGINEERING, INC is a corporation organized under the laws of the State of Florida, filed on February 1, 1965.

The document number of this corporation is 289525

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report uniform commercial code was filed on March 8, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this is  
the Eighth day of March, 2013*



*Ken Detman*  
*Secretary of State*

Authentication ID: CC0134418364

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

PLEASE PLACE STAMP HERE



WELLINGTON

2013

12300 FOREST HILL BLVD  
(561) 791-4000

LOCAL BUSINESS TAX RECEIPT  
2012-2013

LOCATION ADDRESS:  
DBA: A & B ENGINEERING INC  
APPLICANT: ALBERT ROSE  
Address: 3461 FAIRLANE FARMS RD A  
WELLINGTON FL 33414

BUSINESS TAX RECEIPT: 13-00017831  
EXPIRES: September 30, 2013  
ORIGINAL ISSUE DATE: September 24, 2012

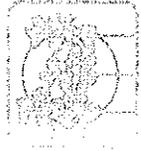
CLASSIFICATION: SURVEYING SERVICES, OFFICE

MAILING ADDRESS:  
A & B ENGINEERING INC  
3461 FAIRLANE FARMS RD  
WELLINGTON FL 33414



WELLINGTON

RECEIPT MUST BE DISPLAYED CONSPICUOUSLY AT ESTABLISHMENT OR PLACE OF BUSINESS



WELLINGTON

2013

12300 FOREST HILL BLVD  
(561) 791-4000

LOCAL BUSINESS TAX RECEIPT  
2011-2012

LOCATION ADDRESS:  
DBA: A & B ENGINEERING INC  
APPLICANT: ALBERT ROSE  
Address: 3461 FAIRLANE FARMS RD A  
WELLINGTON FL 33414

BUSINESS TAX RECEIPT: 13-00017831  
EXPIRES: September 30, 2013  
ORIGINAL ISSUE DATE: September 24, 2012

CLASSIFICATION: SURVEYING SERVICES, OFFICE

MAILING ADDRESS:  
A & B ENGINEERING INC  
3461 FAIRLANE FARMS RD  
WELLINGTON FL 33414



WELLINGTON

RECEIPT MUST BE DISPLAYED CONSPICUOUSLY AT ESTABLISHMENT OR PLACE OF BUSINESS

**A&B ENGINEERING ,INC.****3461 Fairlane Farms Road****Wellington FL.33414****Income Statement**

		<u>Current Period</u>	<u>Year-to-Date</u>	<u>% of Income</u>
<b><u>Income</u></b>				
42000	FEES-UNATTRIBUTED	270,580.27	270,580.27	86.67
45500	INCOME RENTAL PROP.	39,921.42	39,921.42	12.79
45600	Sales Tax Income	49.50	49.50	0.02
46000	REIMBURSEABLE EXPENSE INC	1,654.56	1,654.56	0.53
46500	INTEREST INCOME	0.27	0.27	0.00
	Total Income:	312,206.02	312,206.02	100.00
<b><u>Expense</u></b>				
50000	OUTSIDE SERVICES EXPENSE	4,374.00	4,374.00	1.40
50011	OUTSIDE SERVICES EXPENSE	1,033.75	1,033.75	0.33
61011	DIRECT LABOR	23,708.75	23,708.75	7.59
61013	DIRECT LABOR	75,006.00	75,006.00	24.02
61511	INDIRECT LABOR	2,474.00	2,474.00	0.79
61513	INDIRECT LABOR	20,719.50	20,719.50	6.64
61517	INDIRECT LABOR	19,563.25	19,563.25	6.27
62011	VACATIONS	5,601.41	5,601.41	1.79
62013	VACATIONS	10,193.25	10,193.25	3.26
62017	VACATIONS	608.69	608.69	0.19
62511	SICK	118.00	118.00	0.04
62513	SICK	1,480.00	1,480.00	0.47
62517	SICK	24.75	24.75	0.01
63011	HOLIDAYS	708.00	708.00	0.23
63013	HOLIDAYS	2,408.00	2,408.00	0.77
63017	HOLIDAYS	510.00	510.00	0.16
65000	PAYROLL GENERAL EXPENSE	13,053.26	13,053.26	4.18
71000	HEALTH INSURANCE	100.87	100.87	0.03
71200	LIFE INSURANCE	13,683.26	13,683.26	4.38
71214	LIFE INSURANCE PRINCIPAL	1,090.62	1,090.62	0.35
71300	LONG TERM DISABILITY	(56.52)	(56.52)	(0.02)
71400	GROUP EYECARE	199.43	199.43	0.06
72000	WORKMEN'S COMP	2,561.72	2,561.72	0.82
72500	FEDERAL UNEMPLOYMENT	416.19	416.19	0.13
72600	FLORIDA UNEMPLOYMENT	1,211.26	1,211.26	0.39
80500	ADVERTISING	991.05	991.05	0.32
81100	MILEAGE REIMBURSEMENT	344.00	344.00	0.11
81111	AUTO EXPENSE	971.20	971.20	0.31
81113	AUTO EXPENSE	6,472.67	6,472.67	2.07
81114	AUTO EXPENSE	45.31	45.31	0.01
81117	AUTO EXPENSE	226.33	226.33	0.07
81200	INTERNET EXPENSE	1,360.00	1,360.00	0.44
81500	BUILDING MAINTENANCE	10,300.18	10,300.18	3.30
82000	CLIENT ENTERTAINMENT	31.27	31.27	0.01
82900	PROPERTY TAXES	16,111.28	16,111.28	5.16
84000	DUES	1,415.00	1,415.00	0.45
84500	ELECTRICITY	4,253.92	4,253.92	1.36
85000	EQUIPMENT MAINT-COMPUTER	350.00	350.00	0.11
85600	INSURANCE - AUTOMOBILE	18,251.31	18,251.31	5.85
85800	INSURANCE - GEN LIABILITY	250.00	250.00	0.08
86000	INSURANCE- PROF LIABILITY	16,220.33	16,220.33	5.20
86500	INTEREST	3,030.73	3,030.73	0.97
86600	COMM ACCT BANK SVC CHG	119.96	119.96	0.04
87000	LEGAL	150.00	150.00	0.05
88500	PROFESSIONAL SERVICES	4,625.65	4,625.65	1.48
89000	RENT	62,780.64	62,780.64	20.11
89500	SUPPLIES-DIRECT	4,237.74	4,237.74	1.36
89600	SUPPLIES	550.70	550.70	0.18

**A&B ENGINEERING ,INC.**

**3461 Fairlane Farms Road**

**Wellington FL.33414**

Income Statement

		<u>Current Period</u>	<u>Year-to-Date</u>	<u>% of Income</u>
89613	SUPPLIES	28.82	28.82	0.01
89617	SUPPLIES	1,994.81	1,994.81	0.64
90500	TAXES & LICENSES	1,781.00	1,781.00	0.57
91000	TELEPHONE	3,790.54	3,790.54	1.21
<u>Expense (Continued)</u>				
91213	MOBILE PHONE	405.80	405.80	0.13
91214	MOBILE PHONE	2,542.60	2,542.60	0.81
91500	TRAVEL & SUBSISTANCE	980.00	980.00	0.31
92500	BAD DEBT EXPENSE	3,766.96	3,766.96	1.21
	Total Expense:	369,171.24	369,171.24	118.25
	Net Income:	(56,965.22)	(56,965.22)	(18.25)

**Bank References:**

Bank of America  
P.O. Box 25118  
Tampa, FL 33622-5118  
Phone: (888) 852-5000

**Trade References:**

Trimble Financial Services  
3893 Research Park Dr.  
Ann Arbor, MI 48108  
Phone: (800) 796-5504

Lengemann Corp.  
P.O. Box 39  
43316 State Road 19  
Altoona, FL 32702-0039  
Phone: (800) 342-9238

CNA Insurance  
Vosco-Florida  
Two Wisconsin Circle  
Chevy Chase, MD 20815-7003  
Phone: (301) 961-9800



# ENGINEERING SOLUTIONS

## RFQ #2013-001

### Professional Engineering Services

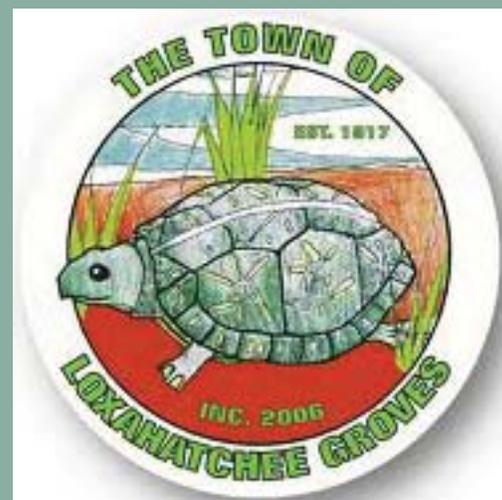
Traffic Engineering

Civil Engineering

Site Development

Construction Inspection

Sustainable Design

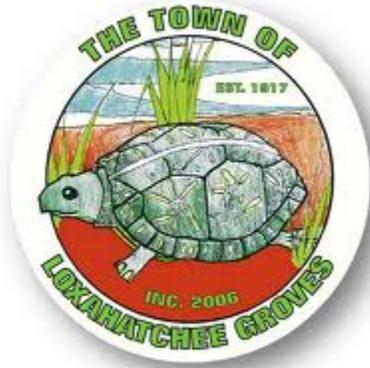


Robert F. Rennebaum, P.E.  
5601 Corporate Way, #200  
West Palm Beach, FL 33407  
Ph: (561) 478-7848  
Fax: (561) 478-3738  
FEI #59-2170917



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## RFQ #2013-001 Professional Engineering Services

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**Representative Projects..... Page 23**  
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**3.2F BINDING REQUIREMENTS ..... Page 71**

**4.0 SUBMISSION DOCUMENTS ..... Page 72**

The Partners and Staff of Simmons & White, Inc. are pleased and excited to present our enclosed qualifications to the Town of Loxahatchee Groves for consideration. Simmons & White, Inc. is a certified Small Business Enterprise (SBE Firm) locally headquartered in West Palm Beach, just minutes from the Town of Loxahatchee Groves. Founded in 1982, Simmons & White has been working in Palm Beach County, the Town of Loxahatchee Groves and surrounding municipalities for over 30 years. Our 16-person staff offers a full range of civil and transportation engineering consulting services to both public and private sector clients and are currently under continuing engineering services contracts for numerous local municipalities. We feel we are the "right-size" firm for the Town, large enough to handle any challenge, yet small enough to provide the exceptional communication and coordination the Town demands. Our staff is dedicated to providing solid engineering and consulting services the Town's administration and staff can rely on, with rapid solutions to assignments, no matter what the magnitude. "No task too big or too small" and "drop of a hat" immediate responsiveness are two phrases that guide our service. We are committed to providing the Town with a high level of local knowledge, experience and proven past experience of meeting challenges on time and within budget. Our entire staff will be an advocate for the Town, committed to providing proactive project management, seamless communication, and expeditious, problem free interactions with the applicable Town representatives.

We have built a strong base of satisfied public sector clients, including governmental and municipal agencies of not only Palm Beach County, but also the School District of Palm Beach County, Town of Juno Beach, City of Palm Beach Gardens, Town of Lake Park, Village of North Palm Beach, Village of Wellington, Village Royal Palm Beach and the Northern Palm Beach County Improvement District, by delivering cost effective, reliable solutions for all aspects of civil engineering, traffic engineering and construction inspection services. While the RFQ states in Section 2.2 that "the respondent is limited to submitting an RFQ for one of the five services listed in Section 1.4 Statement of Work", and Addendum 1 also states that "respondents are limited to submitting as a prime consultant for any one of the five services listed" and that "a respondent could be part of an RFQ response as a sub-consultant to any or all of the remaining disciplines", as shown on the enclosed response, Simmons & White, Inc. is uniquely qualified for three of the five categories of this RFQ: A. General Town Services, B. Traffic Engineering and E. Civil Engineering Inspection Services. Because we are qualified for all three categories and are currently providing these governmental services to numerous municipalities, we invite the Town to review our qualifications and select the category(s) that we may best serve the Town of Loxahatchee Groves. We commit to the Town that if selected for any one of the three Categories as Prime, we are also willing to serve as a sub-consultant to any other selected firms in any of the remaining two Categories.

Our alternative to the typical "status quo" is to bring our private sector mentality of **immediate on-call service** at an **exceptional value** to our public sector clients. This private sector mentality has resulted in glowing referrals from our public sector clients:

**We are currently serving as Town Engineer for the Town of Juno Beach performing comprehensive municipal services.** Simmons & White, Inc. provides Civil Engineering, Traffic Engineering and Construction Inspection services including roadway design for Capital Projects and Traffic Engineering and Transportation Planning services. As a testimonial to our level of service and qualifications, the Juno Beach Town Manager offered the following quote: ***"The Town of Juno Beach values Simmons & White's commitment to high quality engineering services. Their dedication to excellence has enhanced our ability to serve the needs of our residents."***

Simmons & White, Inc. was awarded a continuing contract for Traffic and Transportation Engineering services for the City of Palm Beach Gardens through September 2012 with 3 one-year renewals available. This contract requires engineering expertise in connection with transportation infrastructures, traffic studies, warrant studies and signals. Our primary points of contact with the City of Palm Beach Gardens are Ms. Natalie Crowley, AICP, Director of Planning and Zoning and Mr. Todd Engle, P.E., City Engineer (who is a reference for this Request for Qualifications) and recently provided the following quote: ***"Simmons & White, Inc. provides an exceptional level of service to the City of Palm Beach Gardens. Their professionalism and enthusiastic commitment is demonstrated in all that they do."***

## 3.2.<sup>216</sup>C Executive Summary

Simmons & White has experienced a long term working relationship with the Village of Royal Palm Beach and has completed a traffic engineering analysis (both Long Range Planning for the Land Use Plan Amendment process and Concurrency) of the Village of Royal Palm Beach Wastewater Treatment Facility Redevelopment Parcel. Mr. Ray Liggins, P.E., Village Manager, provided the following to summarize his experience with Simmons & White: ***"We trust Simmons & White, Inc. to provide us with the highest level of services available. The Simmons & White staff is well trained, experienced and professional. Project Managers are responsive to the Village's needs and quick to bring resolution should any issues arise. We value the expertise the Simmons & White team offers and count on them to do a superior job."***

Simmons & White, Inc. is currently providing general Civil Engineering and Traffic Signal Design services to Palm Beach County under continuing contracts. Mr. Dan Weisberg, P.E., Director of the Palm Beach County Traffic Division offered the following regarding our past services: ***"Simmons & White, Inc. is currently serving as prime consultant for the County on a Federally funded (Safe Route to Schools Grant) project. They have performed their services within the allotted time and within budget. They have demonstrated a high level of performance, expertise and quality services. They are very responsive and continue to do an excellent job."*** The County Engineer, Mr. George Webb, P.E. has stated the following regarding his experience with Simmons & White: ***"The County has found Simmons & White, Inc. to be well-qualified, well-managed and a thoroughly professional firm. They have performed their services with integrity, a cooperative spirit, and a positive attitude."***

Simmons & White, Inc. has served as the Village of North Palm Beach's Traffic Engineer as a sub-consultant on the Village Engineer's team. The former Village Manager, Mr. Jimmy Knight offered the following: ***"I am confident Simmons & White will perform at the highest level when called upon. I have known Mr. Rennebaum as a Village of North Palm Beach Councilman, business owner, and friend, and hold both him and his firm in high regard."***

Simmons & White, Inc. is intimately familiar with the Town of Loxahatchee Groves, the Loxahatchee Groves Water Control District and the planning, design and construction requirements within your municipal limits. Simmons & White, Inc. was founded in 1982 and has continually been doing projects within the Loxahatchee Groves area. Since the incorporation of the Town in November of 2006, Simmons & White, Inc. has done numerous Traffic Engineering, Civil Engineering and Construction Observation projects within the Town and the District. We are familiar with your unique roadways and have designed and permitted "F" Road OGEM Overlays, have worked on the Loxahatchee Post Office, Loxahatchee Road Drainage, the Loxahatchee Retail Center, Planet Kids, numerous comprehensive Land Use Plan Amendments and Zoning Amendments, and numerous civil engineering projects including the proposed 90 acre development located at the northeast corner of "B" Road and Southern Boulevard.

We truly appreciate the opportunity to be considered for this important contract with the Town of Loxahatchee Groves and to provide the following detailed technical proposal further expounding on our technical qualifications, our extensive past experience within the Town, and our corporate philosophy of service, value, quality and integrity. We sincerely hope we are provided the opportunity to partner with the Town of Loxahatchee Groves in providing your consulting engineering services.

## 3.2<sup>17</sup>D Qualifications & Experience

Simmons & White has been planning, designing and permitting paving, drainage, water and wastewater facilities and providing traffic and inspection services in south Florida for over 30 years, including many projects in the Town of Loxahatchee Groves within Loxahatchee Groves Water Control District such as the "F" Road OGEM Overlay Plans outlined in this section. We work closely with our municipal clients, contractors and other governing agencies to ensure a seamless design and construction process that satisfies the requirements of our client's needs, on time and on budget.

Our abilities and experience have been recognized by other municipalities and Palm Beach County, and we are currently working for the Town of Juno Beach, Town of Lake Park, Village of North Palm Beach, City of Palm Beach Gardens, Village of Wellington and the Northern Palm Beach County Improvement District under a Continuing Contract Basis for Civil and Transportation/Traffic Engineering Services. We are currently working for Palm Beach County on several projects including the annual contracts for Traffic Signal Design Services and Civil Engineering Services. Our professional relationships and extensive experience working within Palm Beach County will allow us to anticipate your needs and work seamlessly with staff. Simmons & White, Inc. understands the importance of meeting the schedule and budget constraints of each and every project. It is our job to communicate with the District early and often to develop a sound understanding of the project goals, the schedule and budget assigned in order to accomplish those goals.

We are currently serving as the Town Engineer for the Town of Juno Beach and as a testimonial to our level of service and qualifications, the Town Manager, Mr. Joe Lo Bello, offered the following quote, "***The Town of Juno Beach values Simmons & White's commitment to high quality engineering services. Their dedication to excellence has enhanced our ability to serve the needs of our residents.***" We have recently completed working with Mr. Dan Weisberg, P.E., the Director of Palm Beach County Engineering Traffic Division in a coordinated effort with the Palm Beach County School Board. Mr. Weisberg offered the following regarding our ongoing services, "***Simmons & White, Inc. is currently serving as prime consultant for the County on a federally funded (Safe Route to Schools Grant) project. They have performed their services within the allotted time and within budget. They have demonstrated a high level of performance, expertise and quality service. They are very responsive and continue to do an excellent job.***" The County Engineer, Mr. George Webb, P.E. has stated the following regarding his experiences with Simmons & White, Inc., "***The County has found Simmons & White, Inc. to be a well qualified, well managed and thoroughly professional firm. They have performed their services with integrity, a cooperative spirit, and a positive attitude.***" Simmons & White, Inc. was awarded a continuing contract for Civil and Transportation Engineering services for the City of Palm Beach Gardens from September 2009 to September 2012. Ms. Natalie Crowley, AICP, Director of Planning & Zoning recently provided the following quote regarding our service, "***Simmons & White, Inc. provides an exceptional level of service to the City of Palm Beach Gardens. Their professionalism and enthusiastic commitment is demonstrated in all that they do.***"

It is important to note that Simmons & White, Inc. is a comprehensive engineering consulting firm offering the Town of Loxahatchee Groves Civil, Traffic and Transportation Engineering Design Services as well as Construction Engineering and Inspection Services from our in-house staff. Not only do we have a demonstrated proficiency and knowledge in the planning, civil engineering design, permitting and construction inspection services required under this Request for Qualifications (RFQ), but also in the traffic engineering aspects that affect every project: traffic signal design and coordination, circulation, operations, safety and maintenance of traffic. Our staff will be an advocate for the Town, committed to providing proactive project management, seamless communication, and expeditious, problem free interactions with the applicable Town representatives. As the Engineer of Record on many local projects, we take the lead when permitting new developments, both private and public. We are extremely proud of the strength of our professional relationships with not only the staff level reviewers but the managers and even in some cases the governing officials of the agencies that we deal with on a daily basis.

### 3.2.18.D Qualifications & Experience

The Principals of Simmons & White, Inc. along with our qualified staff of professionals have the experience, industry knowledge and expertise to deliver a timely, technically sound and cost effective solution to every work assignment the Town of Loxahatchee Groves may assign to Simmons & White, Inc. We believe strongly in hiring and retaining talented people who strive to excel in every aspect of our profession. We then provide them with the tools and environment to do so. The following is a list identifying our Principals and key personnel that will be assigned to the Town of Loxahatchee Groves. Attached in this section are our staff members' resumes describing major achievements, competence, availability, and most recent work experience relative to the services requested by the Town of Loxahatchee Groves. Also included in the section is a comprehensive list of references, representative projects, and numerous referral letters by our municipal clients as a testimony to our commitment to client focus, innovation, performance and teamwork.

In summary, the Simmons & White, Inc. team is confident that we bring the highest level of experience and the strongest working knowledge of the Town of Loxahatchee Groves standards and requirements, as well as a staff of professionals that will serve the Town with the most cost effective and technically sound solutions available. We appreciate the opportunity to present the following resumes and our comprehensive work experience for the Town of Loxahatchee Groves.

## ROBERT F. RENNEBAUM, PE, LEED™ AP

### President



#### REGISTRATIONS

##### Professional Engineer

Florida – Reg. #41168  
 South Carolina – Reg. #26787  
 North Carolina – Reg. #34779  
 Virginia – Reg. #45460

##### LEED™ Accredited Professional

#### EDUCATION

BS, Civil Engineering, The Citadel, The Military College of South Carolina, 1984

#### AFFILIATIONS

American Society of Civil Engineers

Florida Engineering Society

Institute of Transportation Engineers, Fellow

Urban Land Institute

US Green Building Council

Junto of the Palm Beaches, President

Palm Beach County Land Development Advisory Board Flex Space Sub-committee  
 2009 – Present

Palm Beach County Traffic Performance Appeals Board  
 1991 - Present

Palm Beach County Traffic Performance Standards Subcommittee  
 2003 - Present

Mr. Rennebaum has 28 years of civil and traffic engineering experience, with 24 years in West Palm Beach with the firm, Simmons & White, Inc. As the President of the firm, his extensive experience includes all aspects of land development, civil engineering, traffic engineering and transportation planning projects for both public and private clients.

His areas of expertise include: Traffic concurrency studies, land use plan amendment studies, comprehensive plan civil and transportation element revisions, intersection studies, signal design, internal circulation studies, parking analyses, traffic improvements, traffic calming, capacity analysis, preparation of comprehensive land development plans including surface water treatment, water resources, water distribution, wastewater collection, stormwater management and roadway design, coordination of platting, surveying and services during construction. Mr. Rennebaum has managed many projects from inception through completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, sub-consultants, construction contractors, and the public.

#### RELEVANT EXPERIENCE

Town of Juno Beach Town Engineer  
 Town of Lake Park Town Engineer  
 City of Palm Beach Gardens Consulting Engineer  
 Village of North Palm Beach Consulting Engineer  
 City of West Palm Beach Waterfront Commons Design/Build  
 City of West Palm Beach Fire Station No. 8 Design Criteria Package - LEED  
 Palm Beach County Fire Station No. 14  
 Village of Royal Palm Beach Wastewater Treatment Facility  
 Palm Beach County Municipal Complex with EOCC – Four Points Office Expansion  
 Palm Beach County Sheriff's Office Training Facility at Cherry Road  
 Palm Beach County Sheriff's Office Training Facility at Okeeheliee Park  
 Southwinds Golf Clubhouse Replacement, Palm Beach County, FL  
 Jupiter Farms Park, Palm Beach County, FL  
 Pahokee Animal Hospital, Palm Beach County, FL  
 Royal Palm Beach Library, Palm Beach County, FL  
 John Prince Park Recreation Center, Palm Beach County, FL  
 Northern Palm Beach County Improvement District Project/Consulting Engineer  
 Palm Beach County School District Traffic Engineering Consultant - 2004 - 2007  
 Palm Beach County School District Site Feasibility Consultant – 2004 – 2007  
 The Kings Academy/Palm Beach County Park Site, Palm Beach County, FL  
 South Florida Science Museum, West Palm Beach, FL  
 EcoPlex at Centrepark West, West Palm Beach, FL – Gold LEED™ Certified  
 Centrepark & Centrepark West, West Palm Beach, FL  
 Port Center, Riviera Beach, FL  
 Village Center at Royal Palm Beach, Royal Palm Beach, FL  
 Professional Center at Wellington, Wellington, FL  
 New Albany L.S.M.U., Boynton Beach, FL  
 Super Target at New Albany, Boynton Beach, FL  
 Bethesda Medical, Boynton Beach, FL  
 Highpoint on Congress, Palm Springs, FL - LEED™

**ROBERT F. RENNEBAUM, PE, LEED™ AP**

Village of North Palm Beach  
Council, Councilman  
2004 - 2006

Village of North Palm Beach  
Planning & Zoning Commission  
2002 - 2004

Village of North Palm Beach Code  
Enforcement Board, Chairman  
1992 - 2000

Palm Beach County Access  
Management Task Team  
1994 - 1996

**OFFICE LOCATION**

**Simmons & White, Inc.**  
5601 Corporate Way, Suite 200  
West Palm Beach, FL 33407  
Years of Experience: 28

**RELEVANT EXPERIENCE (continued)**

Baywinds Commercial, West Palm Beach, FL  
Seminole Orange Plaza, West Palm Beach, FL  
Lake Shore Apartments, Mangonia Park, FL  
Village Centre, West Palm Beach, FL  
Flagler Pointe fka Jefferson on Flagler, Palm Beach County, FL  
Pedestrian & Bicycle Safety/Old Ocean Avenue, Ocean Ridge, FL  
Cypress Key Town Centre, Royal Palm Beach, FL  
Olympia, Wellington, FL  
Portosol, Palm Beach County, FL  
International Polo Club of Palm Beach, Wellington, FL  
Atlantic Avenue Corridor CRALLS Analysis, Palm Beach County, FL  
South Shore Boulevard Reconstruction Phase I, Wellington, FL  
Quillen Development of Regional Impact, Indiantown, FL  
Smith Dairy, Wellington, FL  
84 Lumber, Martin County, FL  
Yamato Road & Lyons Road Signal Modifications, Palm Beach County, FL  
Portosol Entrance & Okeechobee Blvd Signal Modifications, Palm Beach County, FL  
Military Trail and Fire Station No. 43 Signal Design, Palm Beach County, FL  
Southern Blvd & Cypress Key Avenue Signal Design, Palm Beach County, FL  
Forest Hill Blvd & Lyons Road Signal Modifications, Palm Beach County, FL  
Victoria Parc at Tradition, Port St. Lucie, FL  
Publix at Rivergate, Port St. Lucie, FL  
The Reserve, Boca Raton, FL  
Palm Beach International Equestrian Center, Wellington, FL  
Temple Medical, Palm Beach County, FL  
Monterey Professional Center, Boynton Beach, FL  
Sunrise Living Facility, Wellington, FL  
Delray Marketplace, Delray Beach, FL  
Carlyle Village CLF, Palm Beach County, FL  
Hagen Ranch Road Medical, Palm Beach County, FL  
Wellington Regional Medical Center, Wellington, FL  
Southern Blvd Economic Development Center Overlay, Palm Beach County, FL  
Kennedy Estates II - Habitat for Humanity, Palm Beach County, FL  
Bridlepath Estates at Palm Beach Polo & Country Club, Wellington, FL  
Middle School JJJ, Palm Beach County, FL  
Ideal Middle School, Palm Beach County, FL  
Wellington Elementary School Expansion, Palm Beach County, FL  
Lincoln Tech Modifications, Palm Beach County, FL  
Palm Beach Gardens Medical Center Expansion, Palm Beach Gardens, FL  
Hagen Ranch Road Elementary School, FL

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Robert F. Rennebaum, P.E., LEED AP</b>		13. ROLE IN THIS CONTRACT <b>Co-Principal In Charge</b>		14. YEARS EXPERIENCE	
				a. Total 27	b. With Current Firm 22
15. FIRM NAME AND LOCATION (City and State) <b>Simmons &amp; White, Inc. - West Palm Beach, Florida</b>					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S.C.E. / 1984 / The Citadel, The Military College of South Carolina			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL Reg. No. 41168 - SC Reg. No. 26787 - NC Reg. No. 034779		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) U.S. Green Building Council LEED Accredited Professional Florida Engineering Society					

## 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	<b>Town of Juno Beach Consulting Engineer</b> Town of Juno Beach, Florida	2015	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal-in-Charge</b> - In 2010, Simmons & White, Inc. was awarded a three year continuing services contract, from 01/2010 through 01/2013 with two 1 year renewals, ending in 01/2015, to serve as the Town of Juno Beach Consultant to provide Development Review, Civil and Traffic Engineering services including investigative analyses and reports regarding drainage, roadways, local Town issues; storm drainage and roadway design for Capital Projects; water and wastewater design for area improvements; NPDES permitting and reporting; Plat and plan review for development requests; construction inspection services; and Traffic Engineering and Transportation Planning services.		
b.	<b>Town of Lake Park Consulting Engineer</b> Town of Lake Park, Florida	2016	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal-in-Charge</b> - In January 2011, Simmons & White, Inc. was awarded a three year continuing services contract, from 01/2011 through 01/2014 with two 1 year renewals, ending in 01/2016, to serve as the Town of Lake Park Town Engineer to provide Development Review, Civil and Traffic Engineering services including investigative analyses and reports regarding drainage, roadways, local Town issues; storm drainage and roadway design for Capital Projects; water and wastewater design for area improvements; NPDES permitting and reporting; Plat and plan review for development requests; construction inspection services; and Traffic Engineering and Transportation Planning services.		
c.	<b>PBG Traffic Engineering Services Continuing Contract</b> Palm Beach Gardens, Florida	2015	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal-in-Charge</b> - We were awarded a continuing contract for transportation engineering services for the City of Palm Beach Gardens from September 2009 - September 2012 with one 3 year renewals available . This contract requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with transportation infrastructures, traffic studies, warrant studies and signals.		
d.	<b>Village of Wellington Engineering Consultant</b> Village of Wellington, Florida	2014	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal-in-Charge:</b> In 2011, Simmons & White, Inc. was awarded a three year continuing services contract, from 10/2011 through 10/2014 with a 1 year extension, ending in 10/2015, to serve as the Village of Wellington Engineering Consultant for Water Distribution, Wastewater Collection, Paving, Drainage and Grading services to generally include: studies; analyses; field investigations; preparation of planning documents; preparation of plans, specifications, estimates and contract documents for construction and other capital projects; technical support, cost estimation; permitting; studies and investigations and other technical services as required for drainage, roadways, local Village issues, storm drainage, roadway design and water and wastewater design for area improvements.		
e.	<b>PBG Civil Engineering Services Continuing Contract</b> Palm Beach Gardens, Florida	2015	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal-in-Charge:</b> We were awarded a continuing contract for civil engineering services for the City of Palm Beach Gardens from September 2009 - September 2012 with one 3 year renewal available. This contract requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with Civil Engineering, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry.		

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Phillip W. Rowe, Jr., P.E.</b>	13. ROLE IN THIS CONTRACT <b>Co-Principal In Charge</b>	14. YEARS EXPERIENCE a. Total <b>15</b>	b. With Current Firm <b>13</b>
15. FIRM NAME AND LOCATION (City and State) <b>Simmons &amp; White, Inc., West Palm Beach, Florida</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) <b>B.S.C.E. / 1994 / University of Florida</b>		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) <b>Professional Engineer – FL Reg. No. 54581 – Mississippi Reg. No. 54581 – Alabama Reg. No. 29839 – Tennessee Reg. No. 112697</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <b>Mr. Rowe has over 15 years civil engineering experience in Palm Beach County. His past experience also includes being a project engineer for the Lake Worth Drainage District a Chapter 298 District.</b>			

## 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	<b>Olympia</b> Village of Wellington, FL	2001	2001 - PRESENT
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Project Manager</b> - Prepared plans for the onsite paving, drainage, water and wastewater construction including approximately 79,000 LF of water main and gravity sanitary mains, 7 lift stations and 12,000 LF of force main. We also provided comprehensive services during construction including coordination with the various governing agencies and contractors, observation of construction and preparation of record information required for certification and final release of the overall project.			
b.		<b>Forest Hill Blvd Water &amp; Force Main Extension</b> Palm Beach County, Florida	
		2001	2003
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Project Manager</b> - Design, construction engineering inspection and contract administration for the extension of 42" water main and 30" force main for approximately 2.87 miles along Forest Hill Boulevard. Inspection duties included a jack and bore installation under the Florida Turnpike and 7 open cuts of Forest Hill Boulevard including coordination of a weekend closing of Forest Hill Boulevard from Pinehurst Drive to State Road 7, size of pipes crossing Forest Hill ranged from 6" to 42", flowable fill was used as backfill, coordination of Maintenance of Traffic plans and approvals. Responsibilities also included coordination with FDOT, Palm Beach County Water Utilities, Palm Beach County Fire Rescue, Palm Beach County Sheriff's office, Florida Turnpike Authority and Palm Beach County Parks and Recreation.			
c.		<b>Palm Beach County A/E Services Continuing Contract</b> Palm Beach County, Florida	
		2006 - PRESENT	IN PROGRESS
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Project Manager</b> - Provide civil engineering services on task assignment basis from 01/2007 through 12/2008 with two 1 year renewals, ending in 12/2010. Work may include modification, expansion or addition of existing facilities or design of new facilities, with project construction costs not to exceed \$3,000,000. Civil engineering services will include site, utility, and infrastructure planning and design services.			
d.		<b>Northern Palm Beach County Improvement District Project/Consulting Engineer</b> - Palm Beach County, FL	
		2007 - PRESENT	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Project Manager</b> - Continuing Contract Work assignments include engineering services during the development of the Water Management Plan/Plan of Improvement, Engineer's Report, design, bidding, award and construction-phase services. Simmons & White, Inc. has performed a wide variety of engineering services throughout the Northern Palm Beach County Improvement District since the early 1980s.			
e.		<b>Yamato Road Turn Lane Addition &amp; Improvements with Signal Modifications</b> – Palm Beach County, Florida	
		2007	2008
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Project Manager</b> - Design, permitting, construction documents and construction observation for the addition of a 480' left turn lane and associated roadway improvements including striping, signal modifications, widening of roadway and expansion of intersection and reconstruction of 320' right turn lane. Construction observation included construction of the pavement section from subgrade through final lift of asphalt, milling and resurfacing of entire roadway, and maintenance of traffic operation. Responsibilities also included coordination of all construction materials testing, inspections with Lake Worth Drainage District, Palm Beach County Engineering, Palm Beach County Water Utilities and the Palm Beach County School Board District, preparation of bid documents, review of as-builts, project certifications and review and approval of contractors request for payment			

**PHILLIP W. ROWE, JR., PE****Vice President****REGISTRATIONS****Professional Engineer**

Florida – Reg. #54581

Mississippi – Reg. #18819

**EDUCATION****BS, Civil Engineering**, University of Florida, 1994**AFFILIATIONS**

American Society of Civil Engineers

Florida Engineering Society

US Green Building Council

Water Management Institute

**OFFICE LOCATION****Simmons & White, Inc.**

5601 Corporate Way, Suite 200

West Palm Beach, FL 33407

**Years of Experience:** 16

Mr. Rowe has 16 years of civil engineering experience, with 15 years in West Palm Beach with the firm, Simmons & White, Inc. As a Vice President of the firm, he is responsible for our Quality Assurance/Quality Control program. His extensive experience includes all aspects of land development and civil engineering projects for both public and private clients.

His areas of expertise include: Preparation of site feasibility reports, conceptual engineering plans for the concurrency, rezoning and site plan approval process to providing assistance during the platting process and the preparation of paving, grading, drainage, water distribution and wastewater collection plans, calculations, specifications and permit applications, assistance during the bidding process including preparing contract documents, services during construction necessary to certify work to owner and governing agencies upon completion for projects. Mr. Rowe has managed and supervised many projects from inception through completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, subconsultants, construction contractors, and the public.

**PREVIOUS WORK EXPERIENCE**

Lake Worth Drainage District

January 1995 – February 1996

*Engineer I***RELEVANT EXPERIENCE**

Town of Juno Beach Town Engineer

Town of Lake Park Town Engineer

City of Palm Beach Gardens Consulting Engineer

EcoPlex at Centrepark West, West Palm Beach, FL – Gold *LEED™ Certified*

Centrepark &amp; Centrepark West, West Palm Beach, FL

Northern Palm Beach County Improvement District Project/Consulting Engineer

The Kings Academy/Palm Beach County Park Site, Palm Beach County, FL

South Florida Science Museum, West Palm Beach, FL

Olympia, Wellington, FL

Portosol, Royal Palm Beach, FL

Madison Green, Royal Palm Beach, FL

Buena Vida, Wellington, FL

PGA Boulevard Sunoco, Palm Beach Gardens, FL

Ocean Farms, Wellington, FL

Temple Medical, Palm Beach County, FL

Smith Dairy, West Palm Beach, FL

Temple Shaarei Shalom, Palm Beach County, FL

Boynton National Chapel, Palm Beach County, FL

Lake Worth Road Sunoco, Palm Beach County, FL

Hagen Ranch Road from Lantana Rd to Hypoluxo Rd, Palm Beach County, FL

JJ Taylor Expansion, Jupiter, FL

Glades Road Stor-All, Palm Beach County, FL

Mission Bay Sports Authority &amp; PetsSmart, Boca Raton, FL

Boynton Commerce Center, Boynton Beach, FL

Intracoastal Pointe, Jupiter, FL



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Gregory F. Bolen, P.E., LEED AP</b>	13. ROLE IN THIS CONTRACT <b>Quality Assurance/Quality Control</b>	14. YEARS EXPERIENCE a. Total <b>15</b>	b. With Current Firm <b>13</b>
15. FIRM NAME AND LOCATION (City and State) <b>Simmons &amp; White, Inc., West Palm Beach, Florida</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S.C.E. / 1997 / The Citadel, The Military College of South Carolina		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer – FL Reg. No. 56729 – Georgia Reg. No. 032952 – South Carolina Reg. No. 26272 – North Carolina Reg. No. 034082	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) U.S. Green Building Council LEED Accredited Professional			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
<b>Palm Beach County A/E Services Continuing Contract</b> Palm Beach County, Florida	2006 - PRESENT	IN PROGRESS
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>QA/QC</b> - Provide civil engineering services on task assignment basis from 01/2007 through 12/2008 with two 1 year renewals, ending in 12/2010. Work may include modification, expansion or addition of existing facilities or design of new facilities, with project construction costs not to exceed \$3,000,000. Civil engineering services will include site, utility, and infrastructure planning and design services.		
<b>Northern Palm Beach County Improvement District Project/Consulting Engineer</b> - Palm Beach County, FL	2007 - PRESENT	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>QA/QC</b> - Continuing Contract Work assignments include engineering services during the development of the Water Management Plan/Plan of Improvement, Engineer's Report, design, bidding, award and construction-phase services. Simmons & White, Inc. has performed a wide variety of engineering services throughout the Northern Palm Beach County Improvement District since the early 1980s.		
<b>Palm Beach County Fire Station #14</b> Palm Beach County, FL	2008	
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager</b> - Services include design of paving, drainage, water and wastewater plans and preparation of permit application packages. Permitting includes coordination with SIRWCD for drainage, FDOT for driveway connections, PBCPHU for a private well and OSTDS (septic) system and Palm Beach County Fire Rescue for a well to serve the fire sprinkler system.		
<b>Waterfront Commons</b> City of West Palm Beach, Florida	2008 - PRESENT	
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager</b> - Services include site planning, earthwork plans, grading and drainage plans, water and sewer plans, assistance with water management & drainage approvals. Services during construction will include assistance with bidding, the contractor selection process and coordination between various consultants regarding irrigation, grassing, landscaping and utilities.		
<b>The Kings Academy/Palm Beach County Park Site</b> Palm Beach County, Florida	2003 - 2006	2006
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager</b> - 98 acre school and county park facility. Services: Site planning, utility system design, site roadway design, drainage studies and plans, construction documents, permitting, site plan approval process assistance, traffic impact studies, access management, general consulting during construction, record drawings, shop drawing review and construction observation.		

## GREGORY F. BOLEN, PE, LEED™ AP

### Vice President



#### REGISTRATIONS

##### Professional Engineer

Florida – Reg. #56729  
 Georgia – Reg. #032952  
 South Carolina – Reg. #26272  
 North Carolina – Reg. #034082

##### LEED™ Accredited Professional

#### EDUCATION

**BS, Civil Engineering**, The Citadel, The Military College of South Carolina, 1997

#### AFFILIATIONS

American Society of Civil Engineers  
 Florida Engineering Society  
 US Green Building Council  
 TAU Beta Pi  
 International Council of Shopping Centers  
 American Water Resources  
 Water Management Institute

#### OFFICE LOCATION

**Simmons & White, Inc.**  
 5601 Corporate Way, Suite 200  
 West Palm Beach, FL 33407

Mr. Bolen has 15 years of civil engineering experience, with 14 years in West Palm Beach with the firm, Simmons & White, Inc. As a Vice President of the firm, his extensive experience includes all aspects of land development and civil engineering projects for both public and private clients.

His areas of expertise include: Preparation of site feasibility reports, conceptual engineering plans for the concurrency, rezoning and site plan approval process to providing assistance during the platting process and the preparation of paving, grading, drainage, water distribution and wastewater collection plans, calculations, specifications and permit applications, assistance during the bidding process including preparing contract documents, services during construction necessary to certify work to owner and governing agencies upon completion for projects. Mr. Bolen has managed and supervised many projects from inception through completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, sub-consultants, construction contractors, and the public.

#### RELEVANT EXPERIENCE

City of Palm Beach Gardens Consulting Engineer  
 City of West Palm Beach Waterfront Commons Design/Build  
 City of West Palm Beach Fire Station No. 8 Design Criteria Package – *LEED*  
 City of West Palm Beach Fire Station No. 5/Emergency Operations Center  
 Palm Beach County Fire Station No. 14  
 Village of Royal Palm Beach Wastewater Treatment Facility  
 Palm Beach County Municipal Complex with EOCC – Four Points Office Expansion  
 Palm Beach County Sheriff's Office Training Facility at Cherry Road  
 Palm Beach County Sheriff's Office Training Facility at Okeeheelee Park  
 Northern Palm Beach County Improvement District Project/Consulting Engineer  
 Palm Beach County School District Traffic Engineering Consultant - 2004 - 2007  
 Palm Beach County School District Site Feasibility Consultant – 2004 – 2007  
 The Kings Academy/Palm Beach County Park Site, Palm Beach County, FL  
 South Florida Science Museum, West Palm Beach, FL  
 EcoPlex at Centrepark West, West Palm Beach, FL – Gold *LEED™ Certified*  
 Centrepark & Centrepark West, West Palm Beach, FL  
 New Albany L.S.M.U., Boynton Beach, FL  
 Super Target at New Albany, Boynton Beach, FL  
 Highpoint on Congress, Palm Springs, FL - *LEED™*  
 North Springs Plaza, Coral Springs, FL  
 Baywinds Commercial, West Palm Beach, FL  
 Walgreens at Delray Square, Palm Beach County, FL  
 Walgreens Summit & Congress, Palm Beach County, FL  
 Monterey Professional Center, Boynton Beach, FL  
 Sunrise Living Facility, Wellington, FL  
 Delray Marketplace, Delray Beach, FL  
 Carlyle Village CLF, Palm Beach County, FL  
 Hagen Ranch Road Medical, Palm Beach County, FL  
 Pinewood Square Publix Walgreens Expansion, Palm Beach County, FL  
 Brooks Village Publix, Collier County, FL  
 Garden Shoppes Boca Publix, Boca Raton, FL

**PATRICIA M. BARR, PE**  
**Senior Traffic Engineer/Project Manager**



**REGISTRATIONS**

**Professional Engineer**  
 Florida – Reg. #56925

**FDOT – Level 11 Traffic Safety**

**IMSA – Work Zone Safety**

**EDUCATION**

**BS, Civil Engineering**, Duke University, 1990

**AFFILIATIONS**

American Society of Highway Engineers

American Society of Civil Engineers

FICE – Transportation Committee, 2010 - 2011

**OFFICE LOCATION**

**Simmons & White, Inc.**  
 5601 Corporate Way, Suite 200  
 West Palm Beach, FL 33407  
**Years of Experience: 18**

Ms. Barr has 18 years of transportation design experience, all in South Florida. As a Senior Traffic Engineer and Project Manager, her extensive experience includes transportation engineering and civil site improvements for both public and private clients.

Her areas of expertise include: major and minor roadway widening; new roadway design; resurfacing, safety and bridge projects for the Florida Department of Transportation; intersection improvement; traffic signal design; signing and pavement marking; roundabout design; corridor studies; electronic delivery of bid documents; maintenance of traffic; preparation of requests for proposals; specification writing; permitting; mast arm and strain pole structural analysis; signal timing; utility coordination and design; ATMS design-build; post-design construction services; traffic calming analysis and design; traffic warrant, stop sign warrant, and intersection operational studies, and quality control/quality assurance implementation. Ms. Barr has managed numerous projects from inception to completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, sub-consultants, construction contractors, and the public.

**RELEVANT EXPERIENCE**

Palm Beach County Traffic Signal Annual Consultant Project Manager  
 SR-858/Hallandale Beach Boulevard from Lake Shore Drive to Dixie Highway, FDOT  
 Tequesta Drive Bridge Replacement, Village of Tequesta/FDOT D4  
 SR-858/Hallandale Beach Boulevard from Dixie Highway to US-1, FDOT D4  
 SR-858/Hallandale Beach Boulevard from US-1 to Three Islands, FDOT D4  
 SR-5/US-1 RRR Project (7.5 miles in Indian River County), FDOT D4  
 SR-814/Atlantic Boulevard from Dixie Highway to NE 3<sup>rd</sup> Avenue, FDOT D4  
 SR-60 at 43<sup>rd</sup> Avenue, Indian River County  
 SR-60 at 27<sup>th</sup> Avenue, FDOT D4  
 SR-76/Kanner Highway at US Highway 1, Martin County  
 US Highway 1 at Britt Road, Martin County  
 SW Monterey Road at Jack James Drive, Martin County  
 Martin County ATMS Interconnect (Multiple projects), Martin County  
 Jensen Beach Boulevard at Royal Oak Drive Signalization, Martin County  
 Blue Heron Boulevard at Congress Avenue, Palm Beach County  
 Boynton Beach Boulevard at Acme Dairy Road School Signal, GL Homes  
 Stacy Street at Haverhill Road School Signalization, Palm Beach County  
 Boynton Beach Boulevard at Lyons Road, GL Homes  
 Toney Penna Drive at Old Dixie Highway, Palm Beach County  
 Ryder Cup Boulevard at PGA Boulevard, NPCID  
 Forest Hill Boulevard at Quercus Lane, Village of Wellington  
 South County Intermodal Center, Palm Beach County  
 Suncoast High School Signals, BRPH Architects, Inc.  
 Gateway Boulevard at Quantum Boulevard, City of Boynton Beach  
 Okeechobee Boulevard at Tamarind Avenue, Palm Beach County  
 Military Trail at Burns Road, Palm Beach County  
 SR-7 over the C-51 Canal, Palm Beach County  
 49<sup>th</sup> Street at 43<sup>rd</sup> Avenue, Indian River County  
 Belvedere Road at Pike Road, Palm Beach County

**RELEVANT EXPERIENCE (continued)**

Fire Station No. 56, Palm Beach County  
 Red Road Signalization, Sunbeam Properties  
 Hidden Valley Boulevard at Old Dixie Highway, Palm Beach County  
 60<sup>th</sup> Street at 43<sup>rd</sup> Avenue Signalization, Indian River County  
 Alternate A1A from Frederick Small Road to Toney Penna Drive, Palm Beach County  
 A1A at Admirals Cove Signalization, Palm Beach County  
 Seminole Pratt-Whitney Road at Northlake Boulevard, Palm Beach County  
 Peacock Boulevard SAD, City of Port St. Lucie  
 Donald Ross Road at Parkside Drive Signalization, Northern Palm Beach County  
 Improvement District  
 Donald Ross Road and Heights Boulevard, Northern Palm Beach County  
 Improvement District  
 Donald Ross Road and Tournament Drive, Palm Beach County  
 Crosstown Parkway, City of Port St. Lucie  
 Hagen Ranch Road at Boynton Beach Boulevard Signalization, Palm Beach County  
 Village Parkway, City of Port St. Lucie  
 Community Boulevard, City of Port St. Lucie  
 66<sup>th</sup> Avenue, Indian River County  
 43<sup>rd</sup> Avenue, Indian River County  
 US-1 at Heritage Signal Design and Permitting, MI Homes  
 Floresta Drive Corridor Study, City of Port St. Lucie  
 Indian River Drive Corridor Study and Signal Design, Gee & Jensen  
 Pines Boulevard/Flamingo Road Analysis, City of Pembroke Pines  
 MBNA Building Access at Yamato Road Signalization, MBNA  
 Wiles Road Extension, Consul-Tech Engineering, Inc.  
 Mizner Grand Roundabout, Mizner Grand Hotel  
 Paradise Point Neighborhood Traffic Calming, City of Deerfield Beach  
 Pioneer Park Neighborhood Traffic Calming, City of Deerfield Beach  
 SE Communities Neighborhood Traffic Calming, City of Deerfield Beach  
 Fort Myers Traffic Calming Plan (Five Wards), City of Fort Myers

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Tricia Barr, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Project Manager</b>	14. YEARS EXPERIENCE	
		a. Total <b>18</b>	b. With Current Firm <b>1.5</b>
15. FIRM NAME AND LOCATION (City and State) <b>Simmons &amp; White, Inc. - West Palm Beach, Florida</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) <b>B.S.C.E. / 1990 / Duke University</b>		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) <b>Professional Engineer - FL Reg. No. 56925</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <b>American Society of Highway Engineers, American Society of Civil Engineers, FICE Transportation Committee 2010 - 2011</b>			

## 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	<b>Palm Beach County Overhead School Zone Flashers</b> Palm Beach County, Florida	<b>2011</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Palm Beach County Capital Improvements Division awarded a task specific contract for Overhead School Zone Flashers to Simmons & White, Inc. Our role as the Prime Consultant is to coordinate with representatives of the Palm Beach County Traffic Division, adjacent property owners, Palm Beach County School District Principals, and our team of geotechnical, structural and surveying sub-consultants to deliver comprehensive plans and specifications for the construction of Overhead Mast Arm School Zone Flashers at 5 Palm Beach area schools (10 mast arms) including advance warning signage and striping.		
b.	<b>Palm Beach County Traffic Signal Design Annual Services</b> Palm Beach County, Florida	<b>IN PROGRESS</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Simmons & White, Inc. has been selected by Palm Beach County to provide Traffic Signal Design Services for a term of one year with two additional one year renewals ending in 2014. Services will include traffic signal design services, structural analysis, permitting with the Florida Department of Transportation, preparing bid documents and other services requested by the County.		
c.	<b>City of West Palm Beach Fire Station #5/Emergency Operations Center - Palm Beach County, FL</b>	<b>IN PROGRESS</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The existing City of West Palm Beach Fire Station #5, constructed in the early 1970's, will be replaced with a new state of the art, LEED certified, fire station and Emergency Operations Center. The proposed site redevelopment proposes challenges given the necessity to maintain current fire station operations while the proposed fire station and EOC facility are being constructed and due to the fact the new fire station and EOC will be placed into service prior to demolition of the existing facility. Our services include civil engineering design, phased demolition plans, permitting, and construction observation as well as off-site improvements including the relocation of existing emergency exit signal mast arms and associated signal design and permitting as a sub-consultant under a Continuing Contract for A/E Services with the City of West Palm Beach.		
d.	<b>Okeechobee Boulevard &amp; Tamarind Avenue</b> West Palm Beach, Florida	<b>IN PROGRESS</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project was part of a continuing services contract. Simmons & White, Inc. worked as sub-consultant. Ms. Barr worked on the same contract with her previous firm as the prime consultant between 2008 and 2011. Post-design services for the construction of mast arm signals at the "gateway" intersection into the City of West Palm Beach. Tasks included railroad and utility coordination for the placement of mast arm foundations, in-field supervision of signal facilities, coordination of meetings with City, County and FDOT staff as well as signal engineer of record, shop drawing review and approval and value engineering.		
e.	<b>Martin &amp; St. Lucie Counties Traffic Signal Design Services</b> Martin & St. Lucie Counties, Florida	<b>IN PROGRESS</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm As a sub-consultant, Simmons & White, Inc. is providing continuing services to an annual contract to provide signal design services including structural analysis, reports and construction observation for various traffic signal designs (including both mast arm and strain pole) for Martin and St. Lucie Counties on an as needed basis.		

## J. KYLE DUNCAN, EI

### Senior Traffic Engineer



#### EDUCATION

**BS, Civil Engineering,** The Citadel, The Military College of South Carolina, 1999

#### AFFILIATIONS

American Society of Civil Engineers

Florida Engineering Society

Institute of Transportation Engineers

Village of North Palm Beach Planning & Zoning Commission  
2004

#### OFFICE LOCATION

**Simmons & White, Inc.**  
5601 Corporate Way, Suite 200  
West Palm Beach, FL 33407  
**Years of Experience: 12**

Mr. Duncan has over 12 years of civil and traffic engineering experience, with 11 years in West Palm Beach with the firm, Simmons & White, Inc. As a Senior Traffic Engineer and Project Manager, his extensive experience includes all aspects of land development, civil engineering, traffic engineering and transportation planning projects for both public and private clients.

His areas of expertise include: Traffic concurrency studies, land use plan amendment studies, comprehensive plan civil and transportation element revisions, intersection studies, internal circulation studies, parking analyses, traffic improvements, traffic calming, capacity analysis, preparation of comprehensive land development plans including surface water treatment, water resources, water distribution, wastewater collection, stormwater management and roadway design, coordination of platting, surveying and services during construction. Mr. Duncan has managed many projects from inception through completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, subconsultants, construction contractors, and the public.

#### RELEVANT EXPERIENCE

Bethesda West Hospital, Boynton Beach, FL  
City of West Palm Beach Fire Station No. 8 Design Criteria Package - LEED™  
City of Palm Beach Gardens Consulting Engineer  
Village of North Palm Beach Transportation Consulting Engineer  
Palm Beach County Municipal Complex with EOCC – Four Points Office Expansion  
Palm Beach County Sheriff's Office Training Facility at Cherry Road  
Palm Beach County Sheriff's Office Training Facility at Okeeheliee Park  
Wellington Regional Medical Center, Wellington, FL  
Pinewood Square, Greenacres, FL  
Sparkles Carwash, Greenacres, FL  
Atlantic Avenue CRALLS, Palm Beach County, FL  
Shoppes at Boca Grove, Boca Raton, FL  
Lyons West PUD, Boynton Beach, FL  
Delray Marketplace, Delray Beach, FL  
Poinciana Day School, Royal Palm Beach, FL  
Leelan West Industrial, West Palm Beach, FL  
Terra Nova MUPD, Delray Beach, FL  
South Shore Boulevard Reconstruction Phase I, Wellington, FL  
Quillen Development of Regional Impact, Indiantown, FL  
Village Corner, Lake Worth, FL  
Royals Southern Blvd, Loxahatchee Groves, FL  
BP Gas Station at Haverhill & Wallis, Haverhill, FL  
Carlyle Village CLF, Palm Beach County, FL  
Hagen Ranch Road Medical, Palm Beach County, FL  
Pedestrian & Bicycle Safety/Old Ocean Avenue, Ocean Ridge, FL  
Cypress Key Town Centre, Royal Palm Beach, FL  
Olympia, Wellington, FL

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Kyle Duncan, E.I.</b>	13. ROLE IN THIS CONTRACT <b>Senior Traffic Engineer</b>	14. YEARS EXPERIENCE	
		a. Total <b>13</b>	b. With Current Firm <b>12</b>
15. FIRM NAME AND LOCATION (City and State) <b>Simmons &amp; White, Inc. - West Palm Beach, Florida</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) <b>B.S.C.E. / 1999 / The Citadel, The Military College of South Carolina</b>		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <b>Institute of Transportation Engineers and Florida Engineering Society</b>			

## 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	<b>ACME Dairy Road at Sunset Palm Elementary Signal Design – Palm Beach County, Florida</b>	<b>2010</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Design and permitting for a northbound left turn lane, roadway and intersection modifications on ACME Dairy Road at the entrance to Palm Beach County School 03-Z (Sunset Palms Elementary). Design and plan approval included roadway and drainage alterations, striping and complete signal design (Span-Wire). Project design funded by developer, construction by Palm Beach County and plan review in a coordinated effort with Palm Beach County Traffic Division and Engineering services.		
b.	<b>Palm Beach Gardens Transportation &amp; Civil Engineering Services Continuing Contract–Palm Beach Gardens, Florida</b>	<b>IN PROGRESS</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Simmons & White, Inc. was awarded a continuing contract for transportation and civil engineering services for the City of Palm Beach Gardens from September 2009 – September 2012 with one 3 year renewal available. These contracts require engineering expertise in planning, designing, permitting, bidding and construction administration services as well as transportation infrastructures, traffic studies, warrant studies and signals.		
c.	<b>Intersection Improvements, Turn Lane &amp; Signal Modifications at Cypress Key – Palm Beach County, FL</b>	<b>2006 - PRESENT</b>	<b>IN PROGRESS</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Site roadway design, drainage studies, site plan approval process assistance, permitting, construction documents, traffic corridor & feasibility, traffic impact studies, off site roadway design, signalization and signal warrant analyses, construction phase consulting, project management, record drawings, shop drawing review, site inspections, and value engineering for a 35 Ac. Residential Development.		
d.	<b>Village of North Palm Beach Traffic Engineering Services Continuing Contract – North Palm Beach, Florida</b>	<b>IN PROGRESS</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Simmons & White, inc. was awarded a continuing contract for traffic engineering services as part of a comprehensive team with civil, geotechnical structural and coastal engineers for the time period of May 2008 – May 2011 with 2 one year renewals. This contract requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with traffic and transportation infrastructure/signalization, traffic studies, data collection, warrant studies, concurrency evaluations and other traffic related issues.		
e.	<b>Palm Beach School Board Traffic Engineering Services Continuing Contract–Palm Beach County, Florida</b>	<b>2007</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm We provided traffic engineering services to the School District of Palm Beach County under a continuing contract from 2004 through 2007. These services included corridor and feasibility studies, traffic impact studies, access management, operational and capacity analyses, data collection and field observation.		

## RAUDEL POLA, PE

### Senior Project Engineer



#### REGISTRATIONS

**Professional Engineer**  
Florida – Reg. #62480

**Florida Board of Professional Engineers ABET Accreditation,**  
1998

#### EDUCATION

**BS, Civil Engineering,** Jose A. Echeverria, Higher Polytechnic Institute, Havana, Cuba, 1995

#### AFFILIATIONS

Florida Engineering Society

#### OFFICE LOCATION

**Simmons & White, Inc.**  
5601 Corporate Way, Suite 200  
West Palm Beach, FL 33407  
**Years of Experience: 13**

Mr. Pola has 13 years of civil engineering experience, with 11 years in West Palm Beach with the firm, Simmons & White, Inc. As a Senior Project Engineer and Project Manager, his extensive experience includes all aspects of land development and civil engineering projects for both public and private clients.

His areas of expertise include: Preparation of site feasibility reports, conceptual engineering plans for the concurrency, rezoning and site plan approval process to providing assistance during the platting process and the preparation of paving, grading, drainage, water distribution and wastewater collection plans, calculations, specifications and permit applications, assistance during the bidding process including preparing contract documents, services during construction necessary to certify work to owner and governing agencies upon completion for projects. Mr. Pola has managed and supervised many projects from inception through completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, subconsultants, construction contractors, and the public.

#### RELEVANT EXPERIENCE

City of West Palm Beach Fire Station No. 8 Design Criteria Package – *LEED*  
City of West Palm Beach Fire Station No. 5/Emergency Operations Center  
City of Palm Beach Gardens Consulting Engineer  
Palm Beach County Municipal Complex with EOCC – Four Points Office Expansion  
Northern Palm Beach County Improvement District Project/Consulting Engineer  
The Kings Academy/Palm Beach County Park Site, Palm Beach County, FL  
South Florida Science Museum, West Palm Beach, FL  
Professional Center at Wellington, Wellington, FL  
International Polo Club of Palm Beach, Wellington, FL  
Glades Academy, Belle Glade, FL  
84 Lumber, Martin County, FL  
Le Lechuza Caracas Polo & Equestrian Facilities, Wellington, FL  
Hyperion Farm, Wellington, FL  
Isla Carroll Farm, Wellington, FL  
T.L. Jones Estate, Wellington, FL  
Blackwatch Farm, Wellington, FL  
Durango Farms, Wellington, FL  
Louisburg Stable, Wellington, FL  
Victoria Parc at Tradition, Port St. Lucie, FL  
Gulfstream Lumber, Riviera Beach, FL  
Olympia, Wellington, FL  
Village Centre, West Palm Beach, FL  
Pierson Road, Wellington, FL  
South Shore Boulevard Reconstruction Phase I, Wellington, FL  
Braman Audi & Porsche, West Palm Beach, FL  
Beacon Baptist Church, Jupiter Farms, FL  
Shuler Memorial Chapel, Mangonia Park, FL  
Flagler Bank, North Palm Beach, FL  
Military & Lantana M.U.P.D., Palm Beach County, FL  
Lyons Ranches, Palm Beach County, FL

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Raudel Pola, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Senior Project Engineer</b>	14. YEARS EXPERIENCE a. Total <b>15</b>	b. With Current Firm <b>12</b>
15. FIRM NAME AND LOCATION (City and State) <b>Simmons &amp; White, Inc. - West Palm Beach, Florida</b>			
16. EDUCATION (DEGREE AND SPECIALIZATION) <b>B.S.C.E. / 1995 / "Jose A. Echeverria" Higher Polytechnic Institute, Havana Cuba</b>		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) <b>Professional Engineer - Florida Registration No. 62480</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <b>Florida Board of Professional Engineers ABET - Accreditation May 1998</b>			

## 19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	<b>Palm Beach County Fire Station #14</b> Palm Beach County, Florida	<b>2008</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer</b> - Our services included design of paving, drainage, water and wastewater plans and preparation of permit application packages for construction of a 2.67 acre Palm Beach County Fire Station facility located on the northwest corner of Indiantown Road and Mack Dairy Road. Permitting includes coordination with SIRWCD for drainage, FDOT for driveway connections, PBCPHU for a private well and OSTDS (septic) system and Palm Beach County Fire Rescue for a well to serve the fire sprinkler system.		
b.	<b>Four Points Office Building</b> Palm Beach County, Florida	<b>2011</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer</b> - Office building located on a 15.87 acre site undergoing renovations. Services: Drainage calculations, curbing and parking plans for proposed parking lot modifications and building expansion, general consulting during construction, record drawings, shop drawing review and construction observation.		
c.	<b>Village of Wellington Engineering Consultant</b> Village of Wellington, Florida	<b>2014</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer</b> - In 2011, Simmons & White, Inc. was awarded a three year continuing services contract, from 10/2011 through 10/2014 with a 1 year extension, ending in 10/2015, to serve as the Village of Wellington Engineering Consultant for Water Distribution, Wastewater Collection, Paving, Drainage and Grading services to generally include: studies; analyses; field investigations; preparation of planning documents; preparation of plans, specifications, estimates and contract documents for construction and other capital projects; technical support, cost estimation; permitting; studies and investigations and other technical services as required for drainage, roadways, local Village issues, storm drainage, roadway design and water and wastewater design for area improvements.		
d.	<b>International Polo Club of Palm Beach Water Main</b> Village of Wellington, Florida	<b>2005</b>	<b>2006</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer</b> - Preparation of plans, cost estimates and permit applications for 1.0 mile of 10" water main extending from 125 <sup>th</sup> Avenue along the North boundary of the Polo club to Southfield Road. In addition we coordinated the permit review process with the Village of Wellington and Palm Beach County Health Unit. Our services during construction included assistance with the preparation of bid documents, assistance with the bid process, assistance with contractor selection, shop drawing review, construction observation, review of contractor monthly pay application, coordination with contractor and surveyor in preparation of record drawings and submission of certification letter to Village of Wellington and Palm Beach County Health Unit for project acceptance.		
e.	<b>Palm Beach County A/E Services Continuing Contract</b> Palm Beach County, Florida	<b>2010</b>	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer</b> - Provide civil engineering services on task assignment basis from 01/2007 through 12/2008 with two 1 year renewals, ending in 12/2010. Work includes modification, expansion or addition of existing facilities or design of new facilities, with project construction costs not to exceed \$3,000,000. Civil engineering services will include site, utility, and infrastructure planning and design services.		

**PAUL A. BURI, PE**  
**Senior Project Engineer**



**REGISTRATIONS**

**Professional Engineer**  
 Florida – Reg. #68291

**FDOT Advanced MOT Inspector**

**DEP Qualified Stormwater  
 Management Inspector**

**EDUCATION**

**BS, Civil Engineering**, The  
 Citadel, The Military College of  
 South Carolina, 2003

**AFFILIATIONS**

Florida Engineering Society

**OFFICE LOCATION**

**Simmons & White, Inc.**  
 5601 Corporate Way, Suite 200  
 West Palm Beach, FL 33407  
**Years of Experience:** 8

Mr. Buri has 8 years of civil engineering experience, with 7 years in West Palm Beach with the firm, Simmons & White, Inc. As a Project Manager and Project Engineer, his extensive experience includes all aspects of land development and civil engineering projects for both public and private clients.

His areas of expertise include: Preparation of site feasibility reports, conceptual engineering plans for the concurrency, rezoning and site plan approval process to providing assistance during the platting process and the preparation of paving, grading, drainage, water distribution and wastewater collection plans, calculations, specifications and permit applications, assistance during the bidding process including preparing contract documents, services during construction necessary to certify work to owner and governing agencies upon completion for projects. Mr. Buri has managed many projects from inception through completion, working with all involved parties – clients, elected officials, regulatory agencies, attorneys, funding agencies, subconsultants, construction contractors, and the public.

**RELEVANT EXPERIENCE**

City of West Palm Beach Fire Station No. 8 Design Criteria Package - *LEED™*  
 City of Palm Beach Gardens Consulting Engineer  
 Palm Beach County Fire Station No. 14  
 Palm Beach County Municipal Complex with EOCC  
 Palm Beach County Sheriff's Office Training Facility at Cherry Road  
 Town of Juno Beach Consulting Engineer  
 Northern Palm Beach County Improvement District Project/Consulting Engineer  
 The Kings Academy/Palm Beach County Park Site, Palm Beach County, FL  
 South Florida Science Museum, West Palm Beach, FL  
 EcoPlex at Centrepark West, West Palm Beach, FL – *Gold LEED™ Certified*  
 Professional Center at Wellington, Wellington, FL  
 Super Target at New Albany, Boynton Beach, FL  
 Highpoint on Congress, Palm Springs, FL - *LEED™*  
 Baywinds Commercial, West Palm Beach, FL  
 Seminole Orange Plaza, West Palm Beach, FL  
 Kennedy Estates II – Habitat for Humanity, Palm Beach County, FL  
 Colony Inn at Heritage Park, Palm Beach County, FL  
 St. Jude Catholic Church, Palm Beach County, FL  
 Palm Beach Park of Commerce, Lot 23, Palm Beach County, FL  
 Sunoco Mapp Road, Martin County, FL  
 Sunoco Lake Worth, Palm Beach County, FL  
 Sunoco PGA Boulevard, Palm Beach Gardens, FL  
 Military Trail Commercial, Palm Beach County, FL  
 Hagen Ranch Medical, Palm Beach County, FL  
 Lake Shore Apartments, Mangonia Park, FL  
 Royal Office Park, Royal Palm Beach, FL  
 Isle Verde, Wellington, FL  
 Cypress Key Town Centre, Royal Palm Beach, FL  
 Braman BMW, West Palm Beach, FL  
 Congress Business Park, Palm Beach County, FL  
 Woods Walk Phase II, Palm Beach County, FL

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Paul A. Buri, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Project Engineer</b>	14. YEARS EXPERIENCE	
		a. Total <b>10</b>	b. With Current Firm <b>9</b>

15. FIRM NAME AND LOCATION (City and State) <b>Simmons &amp; White, Inc., West Palm Beach, Florida</b>
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16. EDUCATION (DEGREE AND SPECIALIZATION) <b>B.S.C.E. / 2003 / The Citadel</b>	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) <b>Professional Engineer - Florida Registration 68291</b>
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
<b>Town of Juno Beach Consulting Engineer</b> Town of Juno Beach, Florida	<b>2015</b>	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>a. Project Engineer</b> - In 2010, Simmons & White, Inc. was awarded a three year continuing services contract, from 01/2010 through 01/2013 with two 1 year renewals, ending in 01/2015, to serve as the Town of Juno Beach Consultant to provide Development Review, Civil and Traffic Engineering services including investigative analyses and reports regarding drainage, roadways, local Town issues; storm drainage and roadway design for Capital Projects; water and wastewater design for area improvements; NPDES permitting and reporting; Plat and plan review for development requests; construction inspection services; and Traffic Engineering and Transportation Planning services.		
<b>Town of Lake Park Consulting Engineer</b> Town of Lake Park, Florida	<b>2016</b>	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>b. Project Engineer</b> - In January 2011, Simmons & White, Inc. was awarded a three year continuing services contract, from 01/2011 through 01/2014 with two 1 year renewals, ending in 01/2016, to serve as the Town of Lake Park Town Engineer to provide Development Review, Civil and Traffic Engineering services including investigative analyses and reports regarding drainage, roadways, local Town issues; storm drainage and roadway design for Capital Projects; water and wastewater design for area improvements; NPDES permitting and reporting; Plat and plan review for development requests; construction inspection services; and Traffic Engineering and Transportation Planning services.		
<b>Village of Wellington Engineering Consultant</b> Village of Wellington, Florida	<b>2014</b>	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>c. Project Engineer</b> - In 2011, Simmons & White, Inc. was awarded a three year continuing services contract, from 10/2011 through 10/2014 with a 1 year extension, ending in 10/2015, to serve as the Village of Wellington Engineering Consultant for Water Distribution, Wastewater Collection, Paving, Drainage and Grading services to generally include: studies; analyses; field investigations; preparation of planning documents; preparation of plans, specifications, estimates and contract documents for construction and other capital projects; technical support, cost estimation; permitting; studies and investigations and other technical services as required for drainage, roadways, local Village issues, storm drainage, roadway design and water and wastewater design for area improvements.		
<b>Palm Beach County Fire Station #14</b> Palm Beach County, Florida	<b>2008</b>	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>d. Project Engineer</b> - Services include design of paving, drainage, water and wastewater plans and preparation of permit application packages. Permitting includes coordination with SIRWCD for drainage, FDOT for driveway connections, PBCPHU for a private well and OSTDS (septic) system and Palm Beach County Fire Rescue for a well to serve the fire sprinkler system.		
<b>Palm Beach County A/E Services Continuing Contract</b> Palm Beach County, Florida	<b>2010</b>	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>e. Project Engineer</b> - Provide civil engineering services on task assignment basis from 01/2007 through 12/2008 with two 1 year renewals, ending in 12/2010. Work may include modification, expansion or addition of existing facilities or design of new facilities, with project construction costs not to exceed \$3,000,000. Civil engineering services will include site, utility, and infrastructure planning and design services.		

## SHAUN V. MCELROY

### Construction Coordinator



#### CERTIFICATIONS

Water Distribution Technician  
Class A

Wastewater Collection  
Technician Class A

DEP Qualified Stormwater  
Management Inspector

FDOT MOT Intermediate  
Inspector

#### EDUCATION

University of Florida

#### AFFILIATIONS

Florida Water & Pollution Control  
Operations Association

#### OFFICE LOCATION

Simmons & White, Inc.  
5601 Corporate Way, Suite 200  
West Palm Beach, FL 33407  
Years of Experience: 21

Mr. McElroy has 21 years of utility and engineering industry experience, with 10 years in West Palm Beach with the firm, Simmons & White, Inc. As a Field Representative/Construction Coordinator, he is responsible for our construction observation and coordination of all civil engineering aspects of construction.

His areas of expertise include: Plan review, site grading, canal and lake excavation, drainage and utility construction, road construction and coordination with contractors, governing agencies and clients to insure quality and efficiency in the completion of the project. Prior to his employment at Simmons & White, he was employed for over 12 years with Seacoast Utility Authority. His tenure at Seacoast provided him with extensive knowledge in the planning, engineering, construction, maintenance, and management of a water and wastewater utility system serving three municipalities in the Northern Palm Beach County area.

#### PREVIOUS WORK EXPERIENCE

Seacoast Utility Authority  
*Engineering Technician*

October 1988 – May 2001

#### RELEVANT EXPERIENCE

City of West Palm Beach Waterfront Commons Design/Build  
Palm Beach County Fire Station No. 14  
Palm Beach County Municipal Complex with EOCC  
Palm Beach County Sheriff's Office Training Facility at Cherry Road  
Northern Palm Beach County Improvement District Project/Consulting Engineer  
The Kings Academy/Palm Beach County Park Site, Palm Beach County, FL  
South Florida Science Museum, West Palm Beach, FL  
EcoPlex at Centrepark West, West Palm Beach, FL – Gold LEED™ Certified  
Centrepark & Centrepark West, West Palm Beach, FL  
New Albany L.S.M.U., Boynton Beach, FL  
Super Target at New Albany, Boynton Beach, FL  
Brooks Village, Collier County, FL  
North Springs Plaza, Coral Springs, FL  
Baywinds Commercial, West Palm Beach, FL  
Juno Beach Walgreens, Juno Beach, FL  
Walgreens at Delray Square, Palm Beach County, FL  
Walgreens Summit & Congress, Palm Beach County, FL  
Monterey Professional Center, Boynton Beach, FL  
Sunrise Living Facility, Wellington, FL  
JJ Taylor, Jupiter, FL  
Isle Verde, Wellington, FL  
Super Target at New Albany, Boynton Beach, FL  
Pinewood Square Publix Walgreens Expansion, Palm Beach County, FL  
Garden Shoppes Boca Publix, Boca Raton, FL

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME <b>Shaun V. McElroy</b>	13. ROLE IN THIS CONTRACT <b>Construction Coordinator/Field Representative</b>	14. YEARS EXPERIENCE a. Total <b>24</b>	b. With Current Firm <b>11</b>
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15. FIRM NAME AND LOCATION (City and State) <b>Simmons &amp; White, Inc., West Palm Beach, Florida</b>
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16. EDUCATION (DEGREE AND SPECIALIZATION) University of Florida	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Certified Water Collection Technician Class A Certified Wastewater Collection Technician Class A DEP Qualified Stormwater Management Inspector
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) MR. MCELROY HAS BEEN INVOLVED IN THE UTILITIES AND ENGINEERING INDUSTRIES FOR OVER 20 YEARS. HIS VAST EXPERIENCES INCLUDE OBSERVATION AND COORDINATION OF ALL ASPECTS OF THE PROJECT AS THEY RELATE TO CIVIL ENGINEERING INCLUDING PLAN REVIEW, SITE GRADING, CANAL AND LAKE EXCAVATION, DRAINAGE AND UTILITY CONSTRUCTION, ROAD CONSTRUCTION AND COORDINATION WITH CONTRACTORS, GOVERNING AGENCIES AND CLIENTS TO INSURE QUALITY AND EFFICIENCY IN THE COMPLETION OF THE PROJECT.

## 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a. <b>Olympia</b> Village of Wellington, FL  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Construction Coordinator/Field Representative</b> - 892 acre mixed use development consisting of 1763 single family homes, retail, a high school, an elementary school and a 10 acre recreation center Comprehensive services during construction including coordination with various governing agencies and contractors, observation of construction and preparation of record information required for certification and final release of overall project.	2001-PRESENT	2001 - PRESENT
b. <b>Waterfront Commons</b> City of West Palm Beach, Florida  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Construction Coordinator/Field Representative</b> - The City of West Palm Beach's mile-long downtown waterfront runs parallel to the Intracoastal Waterway. Services included assistance with bidding, the contractor selection process, and coordination between various consultants regarding irrigation, grassing, landscaping and utilities as well as general consulting during construction, record drawings, shop drawing review and construction observation as well as NPDES monitoring.	2009	2010
c. <b>Palm Beach County Sheriff's Office Training Facility at Cherry Road</b> - Palm Beach County, Florida  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Construction Coordinator/Field Representative</b> - The project site was an existing 19.64 acre school facility with ancillary sports fields and aquatic center, as well as a Palm Beach County Park Site/Mitigation Area located on the northeast corner of Cherry Road and Military Trail in Palm Beach County which is to be converted to a municipal complex that will compose of a police training facility, county impound, and maintenance facility. Our services were continued under a Continuing Contract with Palm Beach County. Services during construction included shop drawing review, site inspections and project certifications.	2009	2010
d. <b>Glenspur Offsite Water Main</b> Village of Wellington, Florida  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Construction Coordinator/Field Representative</b> - Preparation of plans, cost estimates and permit applications for approximately 1/2 mile of 12" water main extending from 40 <sup>th</sup> Street South north along the east boundary of the future Grand Prix Farms Phase II and connected to the existing 12" water main at Grand Prix Plat 1.	2007	2007
e. <b>The Kings Academy/Palm Beach County Park Site</b> Palm Beach County, Florida  (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Construction Coordinator/Field Representative</b> - 98 acre school and county park facility. Services included assistance with bidding, the contractor selection process, and coordination between various consultants regarding irrigation, grassing, landscaping and utilities as well as general consulting during construction, record drawings, shop drawing review and construction observation.	2006	2006

## Palm Beach County

### *Civil Engineering Services Annual Contract*

Palm Beach County, Florida

**Owner:**

Palm Beach County

**Client:**

David Young, P.E., Special Projects Mgr.  
County Roadway Division  
(561) 684-4149  
Email: [dyoung@pbcgov.org](mailto:dyoung@pbcgov.org)

**Performance Period:** 01/13 – Present

**% Complete:** N/A

**Contract Amount:** As Needed Basis

**Services:**

Utility system design, site roadway design, drainage studies and plans, construction documents, permitting, site plan approval process assistance, general consulting services during construction, record drawings, shop drawing review and construction observation



**Description**

Simmons & White, Inc. was awarded an Annual Services Contract with Palm Beach County as the Prime Consultant for Civil Engineering Services for a period of one year with two (2) additional one (1) year terms commencing on the anniversary date. Our services will include, but are not limited to, engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with Civil Engineering, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the United States Corps of Engineers, and any other governmental authorities having jurisdiction over same. As the Prime Consultant, we are also responsible for managing and coordinating with the appropriate subconsultants as well as permitting agencies such as the Florida Department of Transportation, Palm Beach County and utility providers.

**PROJECTS COMPLETED OR IN PROGRESS UNDER THIS CONTRACT:**

Projects yet to be determined.

# Palm Beach County

## Traffic Signal Design Annual Contract

Palm Beach County, Florida

**Owner:**  
Palm Beach County

**Client:**  
Dan Weisberg, P.E., Director Palm Beach  
County Traffic Division  
561.684.4030  
Email: [dweisberg@pbcgov.org](mailto:dweisberg@pbcgov.org)

**Performance Period:** 08/11 – Present

**% Complete:** N/A

**Contract Amount:** As Needed Basis

**Services:**  
Traffic and Transportation Engineering  
Services; Traffic Signal Design; Structural  
Analysis; Permitting; Utility Coordination;  
Shop Drawing Review; Construction  
Coordination; Prime Consultant



### Description

Simmons & White, Inc. was awarded an Annual Services Contract with Palm Beach County as the Prime Consultant for Traffic Signal Design for a period of one year with two (2) additional one (1) year terms commencing on the anniversary date. Our services will include, but are not limited to, traffic engineering analysis, traffic signal system design, geotechnical evaluation, structural analysis and design, permitting, utility coordination, shop drawing review, and construction coordination. As the Prime Consultant, we are also responsible for managing and coordinating with the appropriate subconsultants as well as permitting agencies such as the Florida Department of Transportation, Palm Beach County and utility providers.

### PROJECTS COMPLETED OR IN PROGRESS UNDER THIS CONTRACT:

- 10th Avenue North & Military Trail Signal Modifications
- Northlake & Military Trail Intersection Improvements
- RCA Boulevard & Alternate A1A
- Haverhill Road from S. of LWDD L-14 to Lake Worth Road
- Okeechobee Boulevard & Tamarind Avenue



# The School District of Palm Beach County Continuing Contract

## *Site Feasibility Consultant*

Palm Beach County, Florida

**Owner:**

The School District of Palm Beach County

**Client:**

Angela Usher  
561.434.8800

**Performance Period:** 2004 - 2007

**% Complete:** 100%

**Contract Amount:** TBD

**Services:**

Site Feasibility reports that encompass location, site characteristics, topography/layout, easements, deed restrictions, zoning, setbacks, building height, parking including required total spaces, handicap, loading spaces, signage, landscape, time requirements to complete site plan review, utilities, contacts and applicable codes



**Description**

We provided site feasibility studies to the School District of Palm Beach County under a continuing contract from 2004 through 2007. These services included background information and history of sites, planning, building and zoning analyses, traffic capacity investigations, potable water utility, service fire protection system, sanitary sewer utility service, electric service, telecommunications service, communications service, surface water management system, general soils conditions and environmental investigations.



# The School District of Palm Beach County Continuing Contract

## Traffic Engineering Consultant

Palm Beach County, Florida

**Owner:**

The School District of Palm Beach County

**Contact:**

Angela Usher  
561.434.8800

**Performance Period:** 2004 – 2007; 2011 - Present

**% Complete:** On Going

**Contract Amount:** TBD



**Services:**

Corridor & feasibility studies, traffic impact studies, access management, operational & capacity analyses and field observation

**Description**

We provided traffic engineering services to the School District of Palm Beach County under a continuing contract from 2004 through 2007.

These services included corridor and feasibility studies, traffic impact studies, access management, operational and capacity analyses, data collection and field observation.



# Palm Beach Gardens Civil & Traffic Engineering Services Continuing Contract

Palm Beach Gardens, Florida

**Owner:**

City of Palm Beach Gardens  
10500 North Military Trail  
Palm Beach Gardens, FL 33410

**Client:**

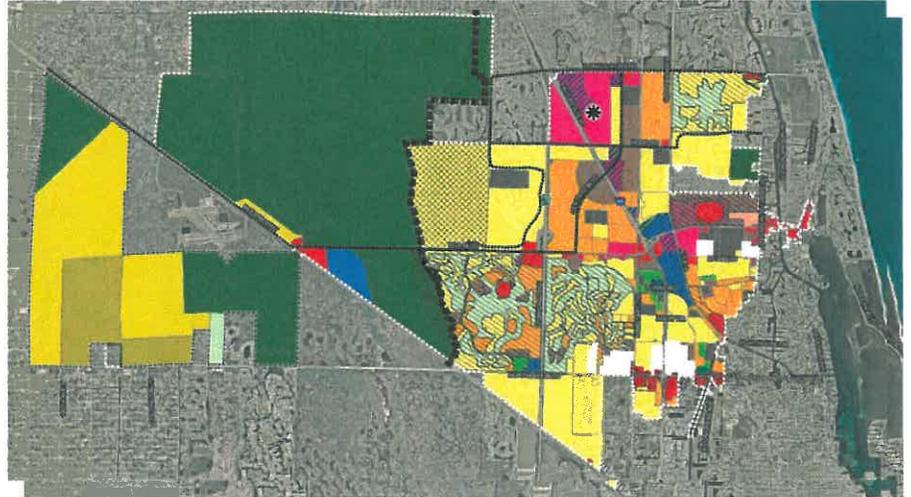
Natalie Crowley  
(561) 799-4243

**Performance Period:** 09/09 – 09/15

**Contract Amount:** TBD – Task Specific

**Services:**

Utility system design, site roadway design, drainage studies and plans, construction documents, permitting, site plan approval process assistance, traffic impact studies, warrant studies, signal studies, access management, general consulting services during construction, record drawings, shop drawing review and construction observation



**Description**

Simmons & White, Inc. was awarded a continuing contract for civil engineering services for the City of Palm Beach Gardens from September 2009 – September 2012 with one 3 year renewal available. This contract requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with Civil Engineering, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the United States Corps of Engineers, and any other governmental authorities having jurisdiction over same. Simmons & White, Inc. was also awarded a continuing contract for transportation engineering services for the City of Palm Beach Gardens for the same time period. This contract requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with transportation infrastructures, traffic studies, warrant studies and signals.

## Town of Lake Park Professional Engineering

### *General Consulting/Town Engineer*

Town of Lake Park, Florida

**Owner:**

Town of Lake Park

**Client:**

Mr. Dale Sugerman, Town Manager  
(561) 881-3304

**Performance Period:** 2011 - 2016

**% Complete:** ONGOING

**Contract Amount:** Continuing

**Services:**

Traffic and Transportation Consulting Services;  
Town Representation;  
General Engineering Consulting Services;  
Capital Improvement Program Project Design,  
Permitting and Construction Oversight



**Description**

In January 2011, Simmons & White, Inc. was awarded a three year continuing services contract, from 01/2011 through 01/2014 with two 1 year renewals, ending in 01/2016, to serve as the Town of Lake Park Town Engineer to provide Development Review, Civil and Traffic Engineering services including investigative analyses and reports regarding drainage, roadways, local Town issues; storm drainage and roadway design for Capital Projects; water and wastewater design for area improvements; NPDES permitting and reporting; Plat and plan review for development requests; construction inspection services; and Traffic Engineering and Transportation Planning services.

## Town of Juno Beach Professional Engineering *General Consulting/Town Engineer*

Town of Juno Beach, Florida

**Owner:**

Town of Juno Beach

**Client:**

Joseph Lo Bello, Town Manager  
(561) 656-0322

Damian Peduto, Planning & Zoning Director  
(561) 626-1122

**Performance Period:** 2002; 2010 - 2015

**% Complete:** ONGOING

**Contract Amount:** Continuing

**Services:**

General Engineering Consulting Services;  
Capital Improvement Program Project Design,  
Permitting and Construction Oversight;  
Traffic and Transportation Consulting Services;  
Town Representation



**Description**

In 2010, Simmons & White, Inc. was awarded a three year continuing services contract, from 01/2010 through 01/2013 with two 1 year renewals, ending in 01/2015, to serve as the Town of Juno Beach Consultant to provide Development Review, Civil and Traffic Engineering services including investigative analyses and reports regarding drainage, roadways, local Town issues; storm drainage and roadway design for Capital Projects; water and wastewater design for area improvements; NPDES permitting and reporting; Plat and plan review for development requests; construction inspection services; and Traffic Engineering and Transportation Planning services. The Town of Juno Beach also retained Simmons & White, Inc. to represent the Town at a Palm Beach County Intergovernmental Committee Technical Subcommittee meeting regarding the Palm Beach County Countywide Traffic Performance Standards in 2002. Numerous proposed revisions to the Traffic Performance Standards were reviewed and discussed with particular attention to any negative ramifications that the proposed revisions may impose on the Town of Juno Beach.

## Village of North Palm Beach

### Traffic Engineering Services Continuing Contract

North Palm Beach, Florida

**Owner:**

Village of North Palm Beach  
501 US Highway 1  
North Palm Beach, Florida 33408

**Client:**

Chuck Huff, Community Development Director  
(561) 841-3440

**Performance Period:** 05/08 – 05/11

**% Complete:** 100%

**Contract Amount:** \$10,000.00

**Services:**

Planning, design, permitting and construction oversight of new & existing traffic control devices and systems, concurrency evaluations, field studies, warrants and investigations, corridor planning, FDOT coordination and technical support related to traffic & transportation issues



**Description**

Simmons & White, Inc. was awarded a continuing contract for traffic and transportation engineering services as part of a comprehensive team with civil, geotechnical, structural and coastal engineers for the time period of May 2008 – May 2011 with 2 one year renewals. This contract requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with traffic and transportation infrastructure/signalization, traffic studies, data collection, warrant studies, concurrency evaluations and other traffic related issues.



# Village of Wellington Consulting Services

## *Water Distribution, WW Collection, Paving, Drainage & Grading*

Village of Wellington, Florida

**Owner:**

Village of Wellington

**Client:**

Paul Schofield, AICP, Village Manager  
(561) 791-4000

Bill Riebe, P.E.  
(561) 753-2454



**Performance Period:** 2011 - 2014

**% Complete:** ONGOING

**Contract Amount:** Continuing

**Services:**

Water & Wastewater Collection/Distribution, Paving, Drainage & Grading General Engineering Consulting Services; Capital Improvement Program Project Design, Permitting and Construction Oversight; Town Representation

**Description**

In 2011, Simmons & White, Inc. was awarded a three year continuing services contract, from 10/2011 through 10/2014 with a 1 year extension, ending in 10/2015, to serve as the Village of Wellington Engineering Consultant for Water Distribution, Wastewater Collection, Paving, Drainage and Grading services to generally include: studies; analyses; field investigations; preparation of planning documents; preparation of plans,

specifications, estimates and contract documents for construction and other capital projects; technical support, cost estimation; permitting; studies and investigations and other technical services as required for drainage, roadways, local Village issues, storm drainage, roadway design and water and wastewater design for area improvements.

# Northern Palm Beach County Improvement District Continuing Contract - Project/Consulting Engineer

Palm Beach County, Florida

**Owner:**  
Northern Palm Beach County Improvement District

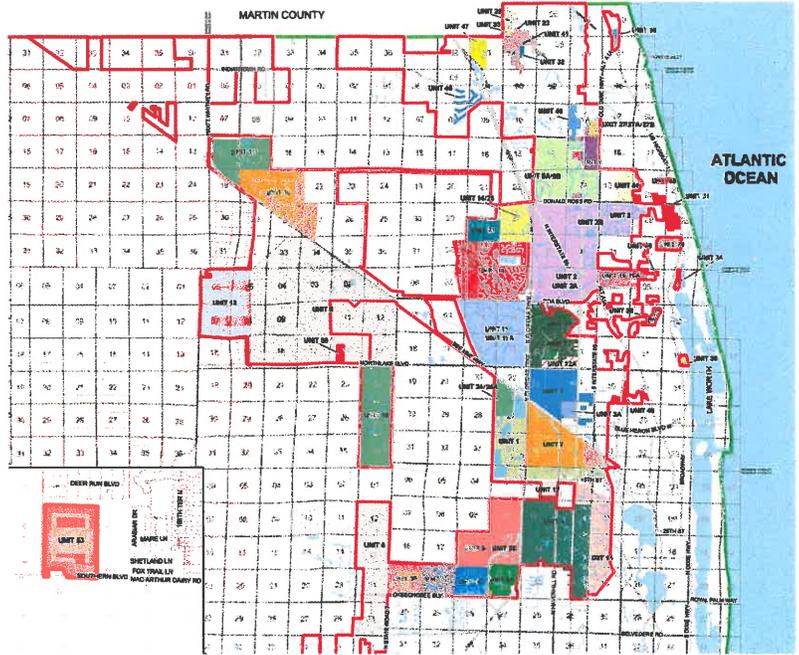
**Client:**  
O'Neil Barden, Jr.  
Executive Director  
561.624.7830

**Performance Period:** 4/07 - 3/19

**% Complete:** 0% - Project Specific

**Contract Amount:** TBD

**Services:**  
Utility system design, site roadway design, drainage studies and plans, construction documents, permitting, site plan approval process assistance, traffic impact studies, access management, general consulting services during construction, record drawings, shop drawing review and construction observation



## Description

Simmons & White, Inc. was awarded a continuing contract to serve as project/consulting engineer for the Northern Palm Beach County Improvement District from April 2007 through March 2009 and was recently awarded a new contract from April 2009 through March 2014 with one 5 year renewal. As a Project/Consulting Engineer for the Northern Palm Beach County Improvement District, Simmons & White's work assignments will include engineering services during the development of the Water Management Plan/Plan of Improvement, Engineer's Report, design, bidding, award and construction-phase services. Simmons & White, Inc. has performed a wide variety of engineering services throughout the Northern Palm Beach County Improvement District since the early 1980s. The Northern Palm Beach County Improvement District is an independent special improvement district of the State of Florida, created by the Legislature of the State of Florida in 1959.

# Palm Beach County Continuing Contract

## Architectural/Engineering Services

Palm Beach County, Florida

**Owner:**

Palm Beach County

**Client:**

Arthur Dearborn  
Saltz Michelson Architects - Prime  
561.689.1870

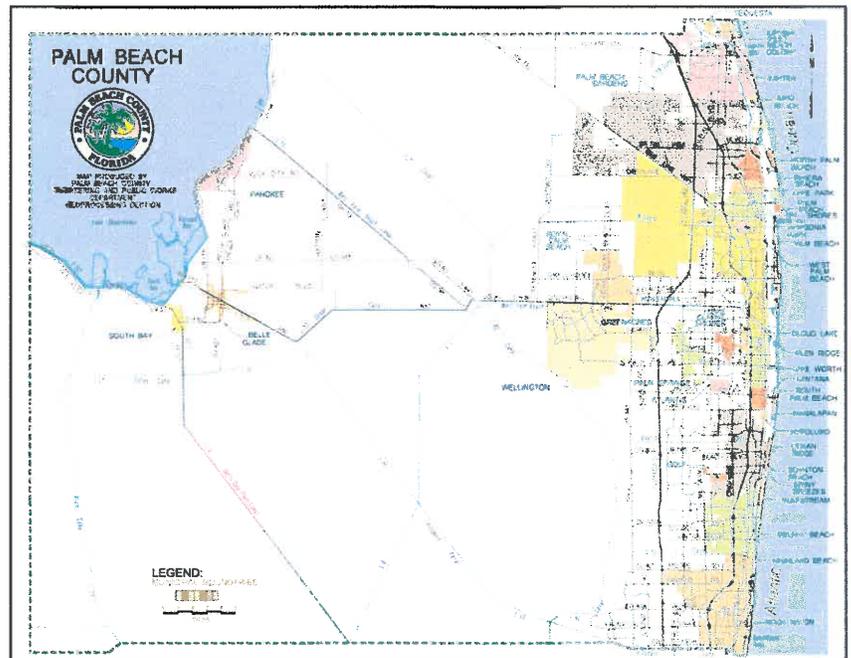
**Performance Period:** 1/07 - 12/10

**% Complete:** 0%

**Contract Amount:** TBD

**Services:**

Utility system design, site roadway design, drainage studies and plans, construction documents, permitting, site plan approval process assistance, traffic impact studies, access management, general consulting services during construction, record drawings, shop drawing review and construction observation



**Description**

Palm Beach County Capital Improvements Division awarded a continuing services contract for architectural/engineering services to the Saltz Michelson Architects A/E team. Simmons & White, Inc. role as a sub-consultant is to provide civil engineering services on task assignment basis from 01/2007 through 12/2008 with two 1 year

renewals, ending in 12/2010. Work may include modification, expansion or addition of existing facilities or design of new facilities, with project construction costs not to exceed \$3,000,000. Civil engineering services will include site, utility, and infrastructure planning and design services.

**PROJECTS COMPLETED OR IN PROGRESS UNDER THIS CONTRACT**

Southwinds Golf Clubhouse Replacement

Four Points Office Complex Renovations & Expansion (*Palm Beach County Municipal Complex with EOCC*)

Palm Beach County Sheriff's Office Training Facility Improvements - Cherry Road

## Palm Beach County

### *Overhead Mast Arm School Zone Flashers*

Palm Beach County, Florida

**Owner:**

Palm Beach County

**Client:**

Dan Weisberg, P.E., Director Palm Beach  
County Traffic Division

(561) 684-4030

Email: [dweisberg@pbcgov.org](mailto:dweisberg@pbcgov.org)

**Performance Period:** 02/10 – 08/10

**% Complete:** 100%

**Contract Amount:** \$55,063.20

**Services:**

Civil and Transportation Engineering  
Services; Utility Coordination; Prime  
Consultant



**Description**

Palm Beach County Capital Improvements Division awarded a task specific contract for Overhead School Zone Flashers to Simmons & White, Inc. Our role as the Prime Consultant is to coordinate with representatives of the Palm Beach County Traffic Division, adjacent property owners, Palm Beach County School District Principals, and our team of geotechnical, structural and surveying sub-consultants to deliver comprehensive plans and specifications for the construction of Overhead Mast Arm School Zone Flashers at 5 Palm Beach area schools (10 mast arms) including advance warning signage and striping.

**PROJECTS COMPLETED OR IN PROGRESS UNDER THIS CONTRACT**

Coral Sunset Elementary School

Hagen Road Elementary School

Egret Lake Elementary School

Heritage Elementary School

Palm Springs Elementary School

# Palm Beach County Continuing Contract

## Planning Services

Palm Beach County, Florida

**Owner:**

Palm Beach County

**Client:**

Anna S. Cottrell  
 Anna S. Cottrell & Associates - Prime  
 561.963.5578

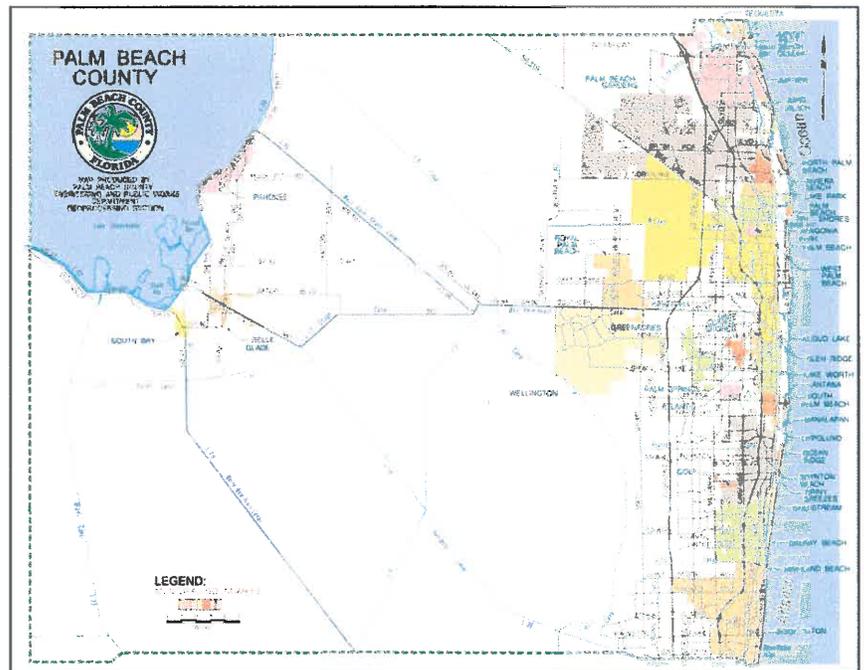
**Performance Period:** 7/04 - 6/08

**% Complete:** 100%

**Contract Amount:** \$85,700.00

**Services:**

Traffic feasibility studies,  
 concurrency, access management,  
 internal circulation, parking  
 accessibility and shared parking  
 analyses



**Description**

Palm Beach County awarded a continuing services contract for planning services to the Anna S. Cottrell & Associates team. Simmons & White, Inc. role as a sub-consultant was to provide traffic engineering services on a task assignment basis from 07/2004 through 06/2006 with two 1 year renewals, ending in 06/2008. Work included traffic feasibility studies, concurrency, access management, internal circulation, parking accessibility and shared parking analyses.

**PROJECTS COMPLETED OR IN PROGRESS UNDER THIS CONTRACT**

Pahokee Animal Hospital

Delray Headstart

Royal Palm Beach Library

John Prince Park Recreation Center

Proposed Fire Station No. 14

Palm Beach County Sheriff's Office K-9 Training Facility

Jupiter Farms Park

## 50<sup>th</sup> Street South (East & West Approach)

Village of Wellington, Florida

**Owner:**

Village of Wellington

**Client:**

Village of Wellington

Bill Riebe, P.E.

(561) 753-2454

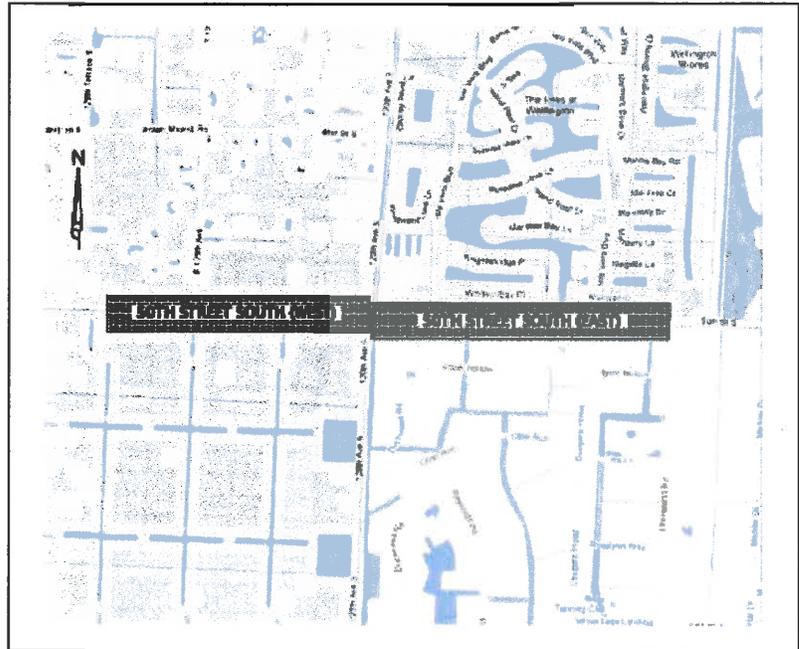
**Performance Period:** 06/12 – 09/12

**% Complete:** 100%

**Contract Amount:** \$43,660.00

**Services:**

Site roadway design, water management calculations, construction documents, permitting



**DESCRIPTION**

As the Engineer for the Village of Wellington providing ongoing Water and Wastewater Distribution and Paving, Drainage and Grading Engineering Services, Simmons & White, Inc. was asked to provide engineering design services for the reconstruction of 50<sup>th</sup> Street South (east and west approaches) for the Village of Wellington. Our office provided design services for Typical Sections, drainage, roadway alignment, striping and signage as well as preparation of Water Management Calculations, Engineer's Cost Estimate, Schedule of Bid Items and permitting with South Florida Water Management District.

# 120<sup>th</sup> Avenue South

Village of Wellington, Florida

**Owner:**

Village of Wellington

**Client:**

Village of Wellington

Bill Riebe, P.E.

(561) 753-2454

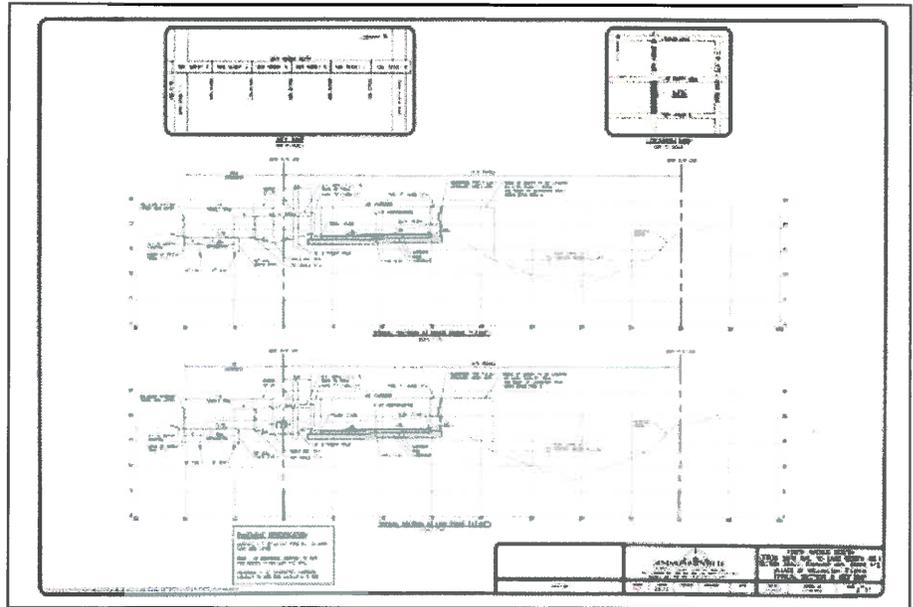
**Performance Period:** 08/12 – Present

**% Complete:** 50%

**Contract Amount:** \$8,910.00

**Services:**

Site roadway design, water management calculations, construction documents, permitting



**DESCRIPTION**

As the Engineer for the Village of Wellington providing ongoing Water and Wastewater Distribution and Paving, Drainage and Grading Engineering Services, Simmons & White, Inc. was asked to provide engineering design services for the reconstruction of 120<sup>th</sup> Avenue South for the Village of Wellington. Our office provided feasibility study including preparation of several Typical Section options, conceptual designs, and cost estimates for use by the Village Council as well as preparation of Water Management Calculations, Engineer's Cost Estimate, Schedule of Bid Items and permitting with South Florida Water Management District.

# Waterfront Commons

West Palm Beach, Florida

**Owner:**

City of West Palm Beach

**Client:**

Catalfumo Construction

JJ Wolfe

561.822.1200

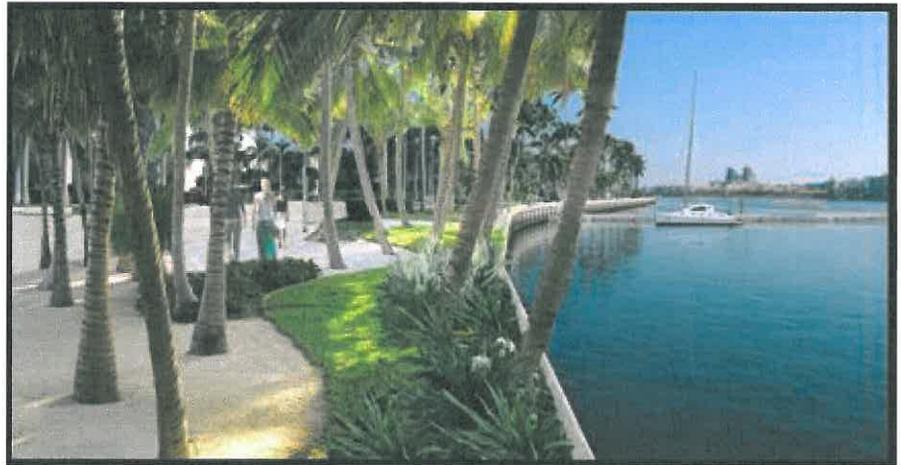
**Performance Period:** 11/08 – 3/10

**% Complete:** 100%

**Contract Amount:** \$182,500.00

**Services:**

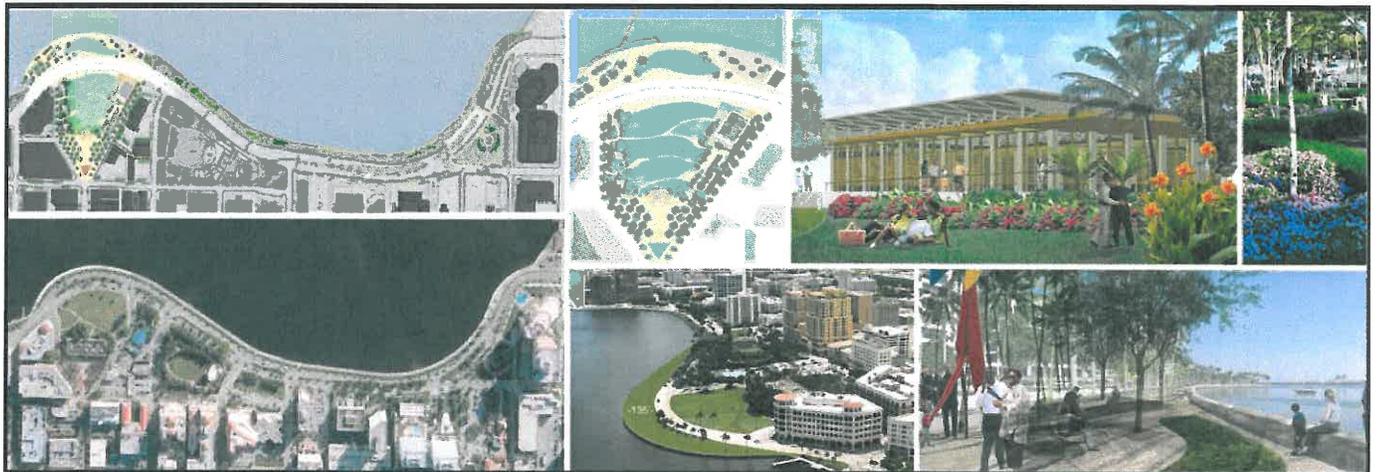
Utility system design, site roadway design, demolition plans, drainage studies and plans, construction documents, permitting, site plan approval process assistance, general consulting services during construction, record drawings, shop drawing review and construction observation



**DESCRIPTION**

The City's mile-long downtown waterfront runs parallel to the Intracoastal Waterway. Formerly, the City Library visually and physically separated this waterfront from the downtown's historic Clematis corridor. The Library has been moved to "uncork the bottle" and reconnect the downtown to the waterfront. Design goals and concepts developed for the South Cove focus on

creating access to the water's edge through gentle terraces and slopes- creating a beautiful vegetated edge that connects people to the water while also restoring ecology and habitat, improving water quality, and providing an opportunity for environmental education in the urban environment. The main Commons area features a series of water gardens, pavilions, and sweeping views of the water from the City's main downtown street. Our services included site planning, earthwork plans, grading and drainage plans, water and sewer plans, demolition plans, assistance with water management and drainage approvals. Our services during construction included assistance with bidding, the contractor selection process and coordination between various consultants regarding irrigation, grassing, landscaping and utilities. This project was completed on time and within budget.



# 7<sup>th</sup> & 8<sup>th</sup> Street Alley

Town of Lake Park, Florida

**Owner:**  
Town of Lake Park

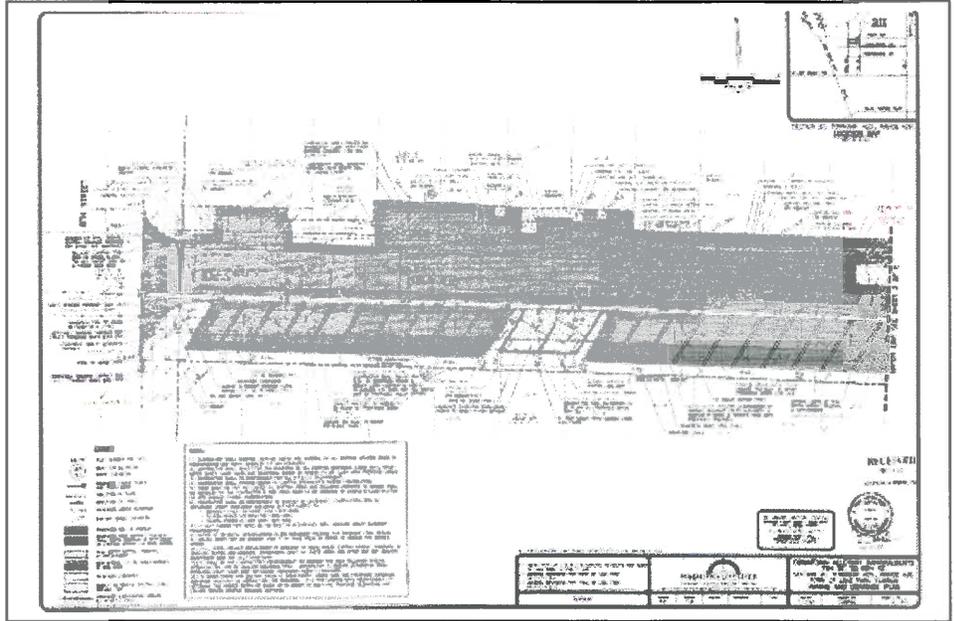
**Client:**  
Dale Sugerman, Ph.D., Town  
Manager  
(561) 881-3304

**Performance Period:** 2011 - 2012

**% Complete:** 100%

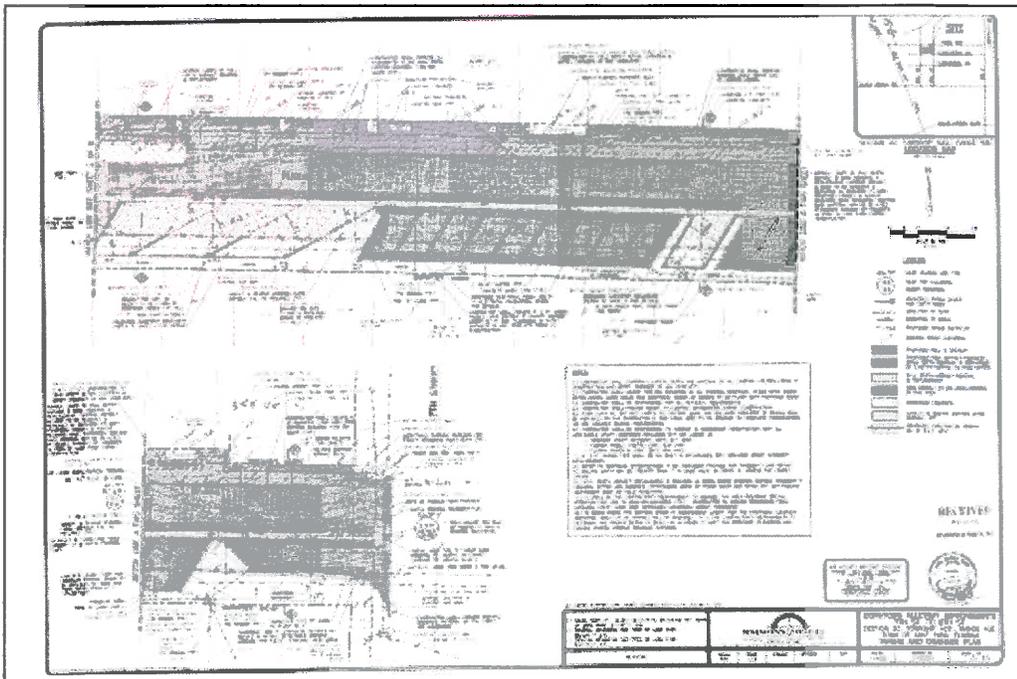
**Contract Amount:** \$22,000.00

**Services:**  
Roadway Design, Signing, Striping,  
Delineation & Lighting, Assistance  
with Bidding, Construction  
Administration, Utility Coordination



## Description

As the Engineer for the Town of Lake Park, Simmons & White, Inc. was asked to provide engineering design and planning assistance for the reconstruction of the alleyway on the south side of Park Avenue between 7<sup>th</sup> & 8<sup>th</sup> Streets in the Town of Lake Park. Our office provided design services for the parking spaces, dumpsters, landscape islands, curbing, valley gutters and drainage as well as the planning assistance necessary to coordinate between the Surveyor, Geotechnical Engineer, Electrical Lighting Engineer, General Contractor, and appropriate utility companies. We also provided assistance with bidding, construction observation, shop drawing review and project certification.



# Palm Beach County Municipal Complex with EOC

## *Four Points Office Complex Expansion*

Palm Beach County, Florida

**Owner:**

Palm Beach County

**Client:**

Frank Coutts  
Palm Beach County  
561.233.0200

**Performance Period:** 10/08 – 09/10

**% Complete:** 100%

**Contract Amount:** \$28,400.00

**Services:**

Utility system design, site roadway design, drainage studies and plans, construction documents, permitting, site plan approval process assistance, traffic impact studies, access management, general consulting services during construction, record drawings, shop drawing review and construction observation



**Description**

Four Points Office Building is located on a 15.87 acre site and is undergoing renovation and expansion. This project is being completed under a Continuing Contract with Palm Beach County. As the civil engineering sub-consultant under this contract, our services included drainage calculations, curbing and parking plans for proposed parking lot modifications, prepare permit application packages and provide construction administrative services. The complex currently includes an EOC Building and Supervisor of Elections Building. We completed the project on schedule and within budget. Project delivery followed a traditional design-bid-build method.



# Red Light Violation Camera Design & Permitting

Palm Beach, Broward & Dade Counties, Florida

**Owner:**

American Traffic Solutions



**Client:**

Greg Parks

(913) 575-2912

Email: [greg.parks@atsol.com](mailto:greg.parks@atsol.com)

**Performance Period:** 2009 - Present

**% Complete:** Ongoing – Continuing Services

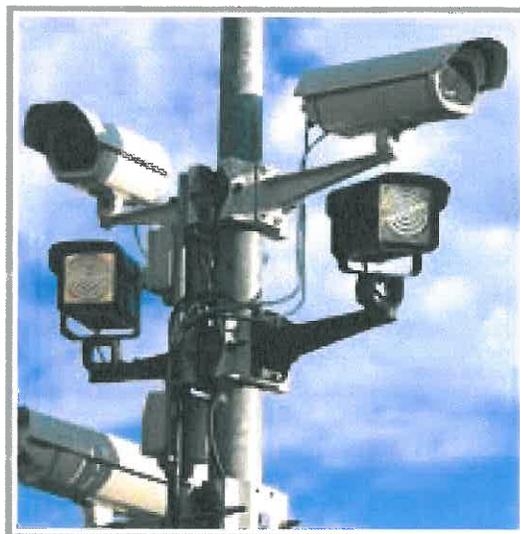
**Contract Amount:** \$5,000 ± per signal

**Services:**

Design & permitting of intersection safety cameras for red light violation photo enforcement. Document & prepare infield intersection surveys, preparation of comprehensive design plans, intersection photo, strobe and cycle detection equipment including electrical and control systems, coordination & permitting

**Description**

Simmons & White, Inc. has been retained by American Traffic Solutions (ATS) to provide continuing design and permitting services for their photo enforcement/intersection safety programs. ATS is the nationally recognized leader in providing comprehensive, self-funding automated intersection safety enforcement and violation processing services to governments. The Axis™ RCL-300 Intersection Safety Camera captures two high-resolution images from the rear of the vehicle using a 16 megapixel camera. The first image shows the vehicle with the front wheels behind the stop bar and the illuminated red light, and the second image shows the vehicle in the intersection with the rear wheels past the stop bar and an illuminated red light. These two images contain all the information needed to prosecute a red-light violation, including clear image of the license plate, extracted from one of the actual violation images.



# Forest Hill Boulevard & Wellington Trace Intersection Improvements, Turn Lane Additions & Signal Design

Palm Beach County, Florida

**Owner:**  
Minto Communities, LLC

**Client:**  
John Carter  
(954) 973-4490

**Performance Period:** 2002 - 2003

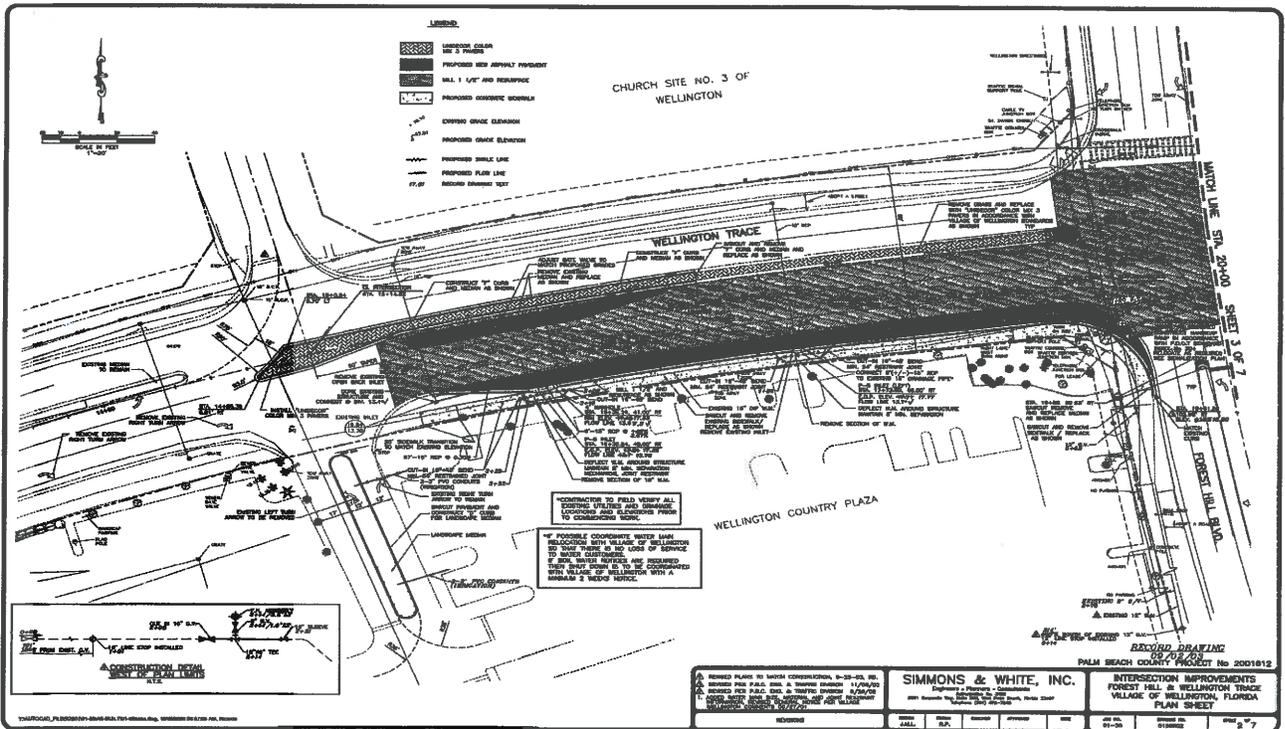
**% Complete:** 100%

**Contract Amount:** \$37,000.00

**Services:**  
Design, permitting, construction observation, turn lane additions & intersection Improvements

**DESCRIPTION**

Design, permitting and construction observation for signal modifications, turn lane addition and intersection improvements. Intersection modifications included the addition of turn lanes, shifting of through lanes and the modification of receiving lanes including comprehensive re-striping, relocation of drainage structures, rerouting of utilities including a watermain. Coordination with Client, Contractor, City Engineering, Staff, City Utility Staff, Health Department and Palm Beach County Traffic Division.



# "F" Road OGEM Overlay Plans

Palm Beach County, Florida

**Owner:**

Walters/Gotleib (Originally)  
 Groves Medical Plaza, LLC (Currently)  
 7934 SE Country Estates Way  
 Jupiter, Florida 33458

**Client:**

Douglas B. Porter, Manager  
 (561) 655-4100

**Description**

As part of the Groves Medical Center project, Simmons & White, Inc. prepared paving and grading plans for "F" Road from the north property line of Groves Medical Center north to 6<sup>th</sup> Road North, including connections to East Citrus Drive, 6<sup>th</sup> Road and the adjacent properties. The pavement surface is intended to be an Open Graded Emulsion Mixture (OGEM) and permits are required from Loxahatchee Groves Water Control District.

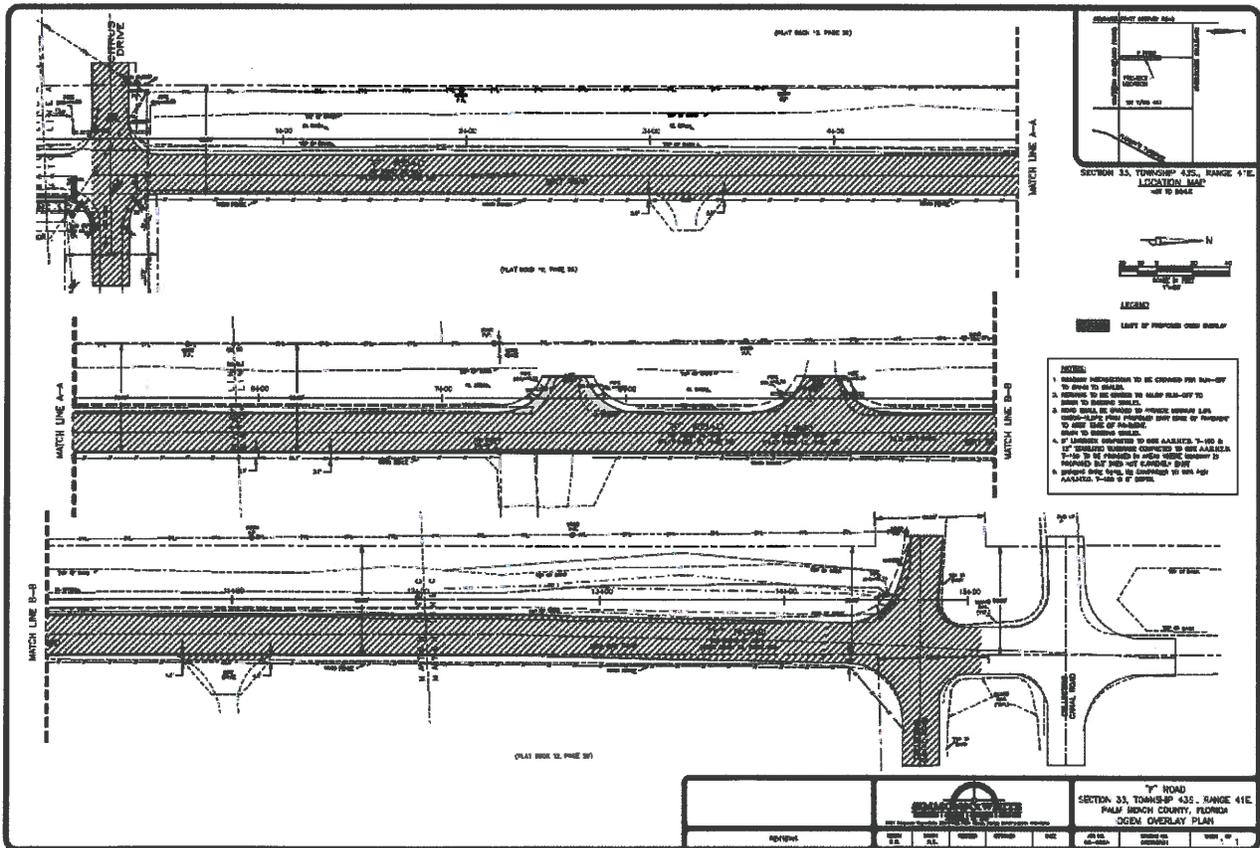
**Performance Period:** 2006 – 2008; 03/2011 - Present

**% Complete:** 100%

**Contract Amount:** \$54,000.00; \$19,000.00

**Services:**

Design, permitting, construction documents, construction observation, inspections, preparation of bid documents, as-builts, project certifications & approval of contractors request for payment





7. **Contact Name:** Ray Liggins, P.E. **Title:** Manager **Phone:** (561) 790-5121  
**Company:** Village of Royal Palm Beach  
**Project Description:** Performed civil and traffic engineering services in and for the Village for more than 20 years. Most recently, Simmons & White provided Land Use Plan Amendment Traffic Studies, Long Range Transportation Analyses, Traffic Impact Studies, Traffic Corridor Feasibility and Analysis, Internal Site Circulation Studies, Access Management Studies for a development consisting of over 500,000 S.F. of research and development facilities, 40,000 S.F. of ancillary retail area, an 800 student community college and 300 multi-family residential units. **See attached Letter of Recommendation**



# CITY OF PALM BEACH GARDENS

## ENGINEERING DEPARTMENT

10500 N. MILITARY TRAIL, PALM BEACH GARDENS, FL 33410-4698

September 7, 2012

Reference: Simmons & White, Inc.

To Whom It May Concern:

Simmons & White, Inc. has been performing continuing civil engineering services on a contract basis for the City of Palm Beach Gardens for the last four years (they are in their second three year renewal period). Robert F. Rennebaum, P.E., LEED AP and his staff have built a very positive working relationship with this office. We have found they have demonstrated a strong understanding of the City's design criteria and procedures. In our working experiences with Simmons & White we have found their employees to be professional, responsible, corporative, reliable and ethical.

I can fully recommend the firm of Simmons & White, Inc. in regard to their abilities and knowledge of civil engineering and land development service.

If I can be of any further assistance, please contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Engle".

Todd Engle  
City Engineer



**TOWN OF JUNO BEACH**  
 340 OCEAN DRIVE  
 JUNO BEACH, FL 33408  
 PHONE 561.626.1122 • FAX 561.775.0812  
 WEBSITE: www.juno-beach.fl.us  
 E-MAIL: junobeach@juno-beach.fl.us

September 7, 2012

RE: Simmons & White Engineering Services Reference / Rob Rennebaum, PE

To Whom It May Concern:

This letter is to serve as my professional reference for Simmons & White Engineering firm, and Mr. Robert F. Rennebaum, PE. The firm has a variety of strengths, including both transportation as well as every level of civil engineering; depth in professional and technical staff to accommodate all civil projects; and personalized service oriented attitude and public dealings.

I've worked with Mr. Rennebaum and his staff for the past several years and they have always been very professional, yet relaxed in their approach to each challenging project the Town has had; even last minute projects. They respond promptly and efficiently, as well as perform very effectively with their public and professional presentations.

The staff works well with large presentations and reports, and deals well with small intimate groups and neighborhoods. We have experienced working with such various scenarios, represented by Mr. Rennebaum and/or several members of his staff, and I can provide accolades for every aspect of their partnership and involvement with the Town of Juno Beach.

Finally, the Firm has experience from both the public sector as well as private sector side of engineering, and therefore brings an ideal perspective and ability to adapt to the public, as well as, private clients' needs and advantages.

I am available for comment and discussion by my private cell phone, (561) 339-0833.

Sincerely,

Damian Peduto  
 Director of Planning & Zoning  
 Town of Juno Beach, Florida



# Town of Lake Clarke Shores

*Palm Beach County's Premier Lakeside Community Since 1957*

September 24, 2012

**Gregory Freebold**  
Mayor

**Valentin Rodriguez**  
Vice Mayor

**Thomas C. Mayes, Jr.**  
President Pro-Tem

**Malcolm K. Lewis**  
Council Member

**Robert M. W. Shalhoub**  
Council Member

**Daniel P. Clark, P.E.**  
Town Administrator

**Mary Pinkerman**  
Town Clerk

**William Smith, III**  
Chief of Police

Reference: Simmons & White, Inc.

To Whom It May Concern:

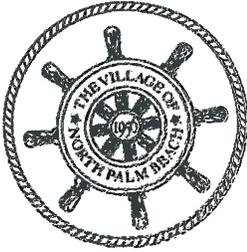
The purpose of this letter is to serve as a professional reference for the firm of Simmons & White, Inc. and Robert F. Rennebaum, P.E., LEED AP. I have known the firm of Simmons & White, Inc. and Mr. Rennebaum for over two (2) decades as a "friendly competitor," but have only recently had the opportunity to engage Simmons & White, Inc. for a professional services contract in my role as Town Administrator with the Town of Lake Clarke Shores.

Mr. Rennebaum and his staff expeditiously completed their engineering tasks on time and on budget. I was very pleased with their performance, level of professionalism and technical knowledge. I was very appreciative of Mr. Rennebaum's understanding and experience with some of the non-technical aspects of our project and the advice he provided me.

It is without hesitation that I would recommend the firm of Simmons & White, Inc. to perform civil and traffic engineering services for municipal and governmental clients. If you require any further clarification or reference, please contact me directly.

Sincerely,  
The Town of Lake Clarke Shores

Daniel P. Clark, P.E.  
Town Administrator



THE VILLAGE OF  
**NORTH PALM BEACH**

*"THE BEST PLACE TO LIVE UNDER THE SUN"*

September 7, 2012

**Reference: Simmons and White**

To Whom It May Concern:

Since 2000 the Village of North Palm Beach has contracted with Simmons and White to perform various surveying and mapping services. They have performed various surveys, plan reviews for Old Port Cove and for numerous Village Projects.

Simmons and White's staff is consistently competent and cooperative. Their work is performed on schedule with great attention to detail. They display a professional attitude and provide a timely response to each request by the Village. They have been particularly valuable in their ability to work with staff, residents, and elected officials, as well as with other governmental agencies. Based on the Village of North Palm Beach's experience, I highly recommend Simmons and White's to your organization without reservation.

Please feel free to contact me if you have any questions or require more information about our relationship with Simmons and White.

Sincerely,

Chuck Huff  
Community Development Director



## Village of Royal Palm Beach, Florida

1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411  
 Telephone (561) 790-5103 Fax (561) 791-7087 E-mail: riggins@royalpalmbeach.com

Raymond C. Liggins, P.E.  
 Village Manager

October 25, 2011

The School District of Palm Beach County  
 Construction Purchasing Department  
 3661 Interstate Park Road North  
 Suite 200  
 Riviera Beach, Florida 33404

Attention: Helen Stokes  
 Contract Administrator  
 Purchasing Construction Department

Reference: Letter of Recommendation for  
 Simmons & White, Inc. to perform  
 Services for the School Board of Palm Beach County

Dear Ms. Stokes:

This letter of recommendation is offered on behalf of Simmons & White, Inc. In our experience, Simmons & White, Inc. has satisfactorily completed projects for which they were hired, within the allotted time and budget. We have been pleased with their performance, the quality of their services, and the individuals assigned to the project.

We trust Simmons & White, Inc. to provide us with the highest level of traffic engineering services available. The Simmons & White, staff is well-trained, experienced and professional. Project Managers are responsive to the Village's needs and quick to bring resolution should any issues arise. We value the expertise the Simmons & White team offers and count on them to do a superior job.

I would recommend Simmons & White, Inc. and encourage the School District of Palm Beach County to give them the utmost consideration when seeking high quality services in traffic engineering.

Sincerely,  
 Village of Royal Palm Beach

Ray Liggins, P.E.

RFR/sa x:/docs/misc/tr/Rennebaum/11002.stokesrecommlliggins.word

Matty Mattioli  
 Mayor

Richard Valuntas  
 Vice Mayor

Fred Pinto  
 Councilman

Martha Webster  
 Councilwoman

Raymond C. Liggins P.E.  
 Village Manager



**Department of Engineering  
and Public Works**

P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

- Jeff Koons, Chairman
- Burt Aaronson, Vice Chairman
- Karen T. Marcus
- Shelley Vana
- Jess R. Santamaria
- Addie L. Greene

**County Administrator**

Robert Weisman



*"An Equal Opportunity  
Affirmative Action Employer"*

May 4, 2009

Reference: Simmons & White, Inc.

To Whom It May Concern:

Simmons & White, Inc. and Robert F. Rennebaum, PE, LEED AP has been performing civil engineering services within and for Palm Beach County since 1987. Their services have included studies and reports, preparation of scopes, specifications and cost estimates for design of street, site development and drainage improvements, constructability reviews, value engineering, and general consulting services.

Mr. Rennebaum and his staff have continually volunteered their time and expertise to Palm Beach County, by serving on many subcommittees and boards.

The County has found Simmons & White, Inc. to be a well-qualified, well-managed and thoroughly professional firm. They have performed their services with integrity, a cooperative spirit, and a positive attitude.

Sincerely,

George T. Webb, P.E.  
County Engineer



**Department of Engineering  
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

Karen T. Marcus, Chair

Shelley Vana, Vice Chair

Faulette Burdick

Steven L. Abrams

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

**County Administrator**

Robert Weisman

*"An Equal Opportunity  
Affirmative Action Employer"*

October 27, 2011

The School District of Palm Beach County  
Construction Purchasing Department  
3661 Interstate Park Road North  
Suite 200  
Riviera Beach, Florida 33404

Attention: Helen Stokes  
Contract Administrator  
Purchasing Construction Department

Reference: Letter of Recommendation for  
Simmons & White, Inc. to perform  
Services for the Palm Beach County School Board

Dear Ms. Stokes:

The purpose of this letter is to serve as a letter of recommendation for Simmons & White, Inc. to perform site feasibility services and traffic engineering services for the Palm Beach County School Board. I have worked with Robert F. Rennebaum, P.E. and Simmons & White, Inc. for over 20 years, most recently on the Palm Beach County School Zone Flashers, Signalization and Turn Lane Addition at Sunset Elementary School on Acme Dairy Road, and on numerous other traffic concurrency reviews, traffic engineering and transportation engineering projects. Simmons & White, Inc. performed their services in a timely manner and within budget. I would recommend them for the referenced work.

If you require any additional information, please contact me directly.

Sincerely,  
PALM BEACH COUNTY  
TRAFFIC DIVISION

Dan Weisberg, P.E.  
Director

F:\TRAFFIC\DIW\Correspondence\2011\LTR (Stokes) Simmons and White.docx



THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

PLANNING DEPARTMENT  
3300 FOREST HILL BOULEVARD, C-110  
WEST PALM BEACH, FL 33406-5813

(561) 434-8935 FAX: (561) 434-8187  
[www.pbcschoolplanning.info](http://www.pbcschoolplanning.info)

ARTHUR C. JOHNSON, Ph.D.  
SUPERINTENDENT

April 29, 2009

Reference: Letter of Recommendation for Simmons & White, Inc.

To Whom It May Concern:

Please let this letter serve as a letter of recommendation for Simmons & White, Inc. to perform civil engineering consulting services for The School District of Palm Beach County. I have known this firm for numerous years and have worked with them on several projects for the County and the School District, including the continuing contract they were awarded in 2004.

Simmons & White, Inc. has consistently performed their services within the allotted time and within budget. They have demonstrated time and time again that their performance, expertise, quality of their services and their staff can overcome any challenge. This firm is very responsive and continues to do an excellent job.

It is without hesitation that I can recommend Simmons & White, Inc. to perform the civil engineering consulting services required by The School District of Palm Beach County.

Sincerely,

Angela D. Usher, AICP  
Intergovernmental Relations Manager  
Planning Department  
School District of Palm Beach County  
(561) 434-8800 phone  
(561) 434-8187 fax  
website: [www.pbcschoolplanning.info](http://www.pbcschoolplanning.info)  
[usher@palmbeach.k12.fl.us](mailto:usher@palmbeach.k12.fl.us)



*"The Capital City of the Palm Beaches"*

**ENGINEERING SERVICES DEPARTMENT**

**Jonathan Bramley, P.E., Director**

**P. O. Box 3506,**

**West Palm Beach, FL 33402**

**Telephone: (561) 494-1040**

**Fax: (561) 494-1117**

August 26, 2009

Seacoast Utility Authority  
4200 Hood Road  
Palm Beach Gardens, FL 33410

Reference: Simmons & White, Inc.

Gentlemen:

Please allow this letter to serve as a recommendation for Robert F. Rennebaum, PE and the staff of Simmons & White, Inc. with regard to their engineering expertise, attitude and performance.

I have personally coordinated with Simmons & White for close to fifteen (15) years on water and sewer system designs and have found them to be consistently professional, very responsive, and committed to technically sound design.

I encourage Seacoast Utility Authority to strongly consider Simmons & White, Inc. for their consulting requirements. Please contact me directly if you require any further endorsement.

Sincerely,

City of West Palm Beach Water Utilities

Manuel J. Gonzalez, Project Coordinator

Cc: Brian M. Moree, AICP

*"Equal Opportunity Employer"*

# The City of Boynton Beach



UTILITIES DEPARTMENT  
124 E. Woolbright Road  
Boynton Beach, Florida 33435  
Office: (561) 742-6451  
FAX: (561) 742-6298  
Website: [www.ci.boynton-beach.fl.us](http://www.ci.boynton-beach.fl.us)

August 26, 2009

Seacoast Utility Authority  
4200 Hood Road  
Palm Beach Gardens, FL 33410

Reference: Simmons & White, Inc.

To Whom It May Concern:

Simmons & White, Inc. has been performing water distribution and sewer collection/transmission system design services within the City of Boynton Beach Utilities' jurisdiction for at least the 23 years of my tenure here. Robert F. Rennebaum, PE, LEED AP and their staff have built a very positive working relationship with this office. We have found they have demonstrated a strong understanding of the City's criteria and procedures, having successfully completed many development projects to our specifications. In our working experiences with this firm we have found their employees to be professional, responsible, cooperative, reliable and ethical.

I can fully recommend the firm of Simmons & White, Inc., to Seacoast Utility Authority in regard to their abilities and knowledge of the aforementioned water and wastewater utility systems.

Sincerely yours,

CITY OF BOYNTON BEACH

Peter V. Mazzella  
Deputy Director of Utilities

PVM

XC: Peter Mazzella  
File



710 N Federal Highway  
Boynton Beach, FL 33435  
Ph: 561-737-3256  
Fax: 561-737-3258  
[www.boyntonbeachcra.com](http://www.boyntonbeachcra.com)

September 27, 2012

Reference: Simmons & White, Inc.

Ms. Laurel Robinson  
Executive Director  
West Palm Beach Housing Authority  
1715 Division Avenue  
West Palm Beach, FL 33407

Dear Ms. Robinson,

This letter is to inform you that the Boynton Beach CRA utilized the firm of Simmons & White for the engineering work associated with the development of a low-to-moderate income housing development.

We found their firm to be professional, flexible and efficient. I would absolutely recommend the firm of Simmons & White for engineering services.

Sincerely,

A handwritten signature in blue ink, appearing to read "Vivian L. Brooks".

Vivian L. Brooks  
Executive Director



# Karl Corporation

500 Australian Avenue South, Suite 710  
West Palm Beach, FL 33401

(561)689-3738 Office  
(561)689-8380 Fax

February 26, 2009

Re: Simmons & White, Inc.

To Whom It May Concern:

This letter of recommendation is offered on behalf of Simmons & White, Inc. Simmons & White, Inc. has provided our company with Stellar civil and traffic engineering services for more than 20 years. They consistently complete our projects, within the allotted time and budget. We are continuously pleased with their approach to cost efficiency and innovative design, as well as their thorough knowledge of the regulatory process and permitting requirements.

The staff at Simmons & White, Inc. has worked with us through many challenges. It is their performance, expertise, quality of their services and the individuals assigned to the project that insure the best possible outcome.

Karl Corporation values Simmons & White, Inc. as a well-qualified, well-managed and thoroughly professional firm. They have performed their services with integrity, a cooperative spirit and depth of expertise. I can recommend Simmons & White, Inc. without reservation.

Please feel free to contact me at 561-689-3738, if you have any questions or require additional information about our affiliation with Simmons & White, Inc.

Sincerely,

Mr. Herb Kahlert  
President

# LOXAHATCHEE RIVER DISTRICT



2500 Jupiter Park Drive, Jupiter, Florida 33458-8964  
Telephone (561) 747-5700 Fax (561) 747-9929  
e-mail: [osprey@loxahatcheeriver.org](mailto:osprey@loxahatcheeriver.org)  
website: [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

Albrey Arrington, Ph.D., Executive Director

*Preserving Nature by Design*

- Award Winning Wastewater Program
- WildPine Ecological Lab
- Busch Wildlife Sanctuary
- The River Center
- Friends of the Loxahatchee River, Inc.

August 27, 2009

Reference: Simmons & White, Inc.

To Whom It May Concern:

This letter of recommendation is offered on behalf of Simmons & White, Inc. Simmons & White, Inc., has been designing, wastewater, lift stations, potable water, and coordination of the utility construction within the Loxahatchee River District service area for over 27 years.

In our experience, Simmons & White, Inc., has always completed projects in a responsive and professional manner.

We have been pleased with Simmons & White's, Inc., approach to design of utility systems in a sound and cost efficient way complying with the requirements of the Loxahatchee River District standards.

Mr. Robert Rennebaum, P.E., President, and the staff of Simmons & White, Inc., have worked with us regarding developer projects during their years of service. Whether dealing with complicated issues such as pipe sizing, lift station design, and permitting, the projects are coordinated closely to insure the best possible outcome.

The Loxahatchee River District values Simmons & White's, Inc., commitment to high quality engineering services. Their dedication to excellence has enhanced our ability to serve the needs of our customers in an effective manner.

Very truly yours,

Paul P. Brienza, P. E.  
Director of Engineering  
Loxahatchee River District

PPB/lml

***Edward M. Eissey, Ph.D.***

*President Emeritus  
Palm Beach Community College*

*118-Cruiser Road North  
North Palm Beach, Florida 33408  
Phone 561-844-1054  
Fax 561-845-9595*

July 15, 2010

Palm Beach State College  
4200 Congress Avenue  
Lake Worth, Florida 33461

Attention: Members of the Selection Committee  
For Civil Engineering Continuing Services Contract

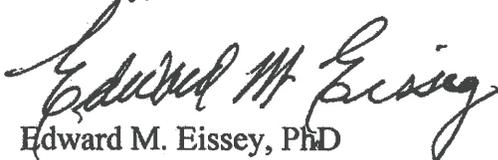
Reference: Palm Beach State College  
RFQ for Civil Engineering Services

Dear Members of the Selection Committee:

The purpose of this letter is to serve as a personal recommendation and endorsement for Mr. Robert F. Rennebaum, P.E., LEED AP and the firm of Simmons & White, Inc. I have known Mr. Rennebaum for over 20 years as a friend, a fellow Councilman, and currently as the Village of North Palm Beach Traffic Consultant on a continuing services contract basis. During my tenure as the Mayor of North Palm Beach, I appointed Mr. Rennebaum to serve on the Code Enforcement Board, the Planning and Zoning Commission and the Prosperity Farms Beautification Committee. I strongly supported Mr. Rennebaum's candidacy for Village Council and had the great pleasure of having Mr. Rennebaum serve on Village Council at my side for a number of years.

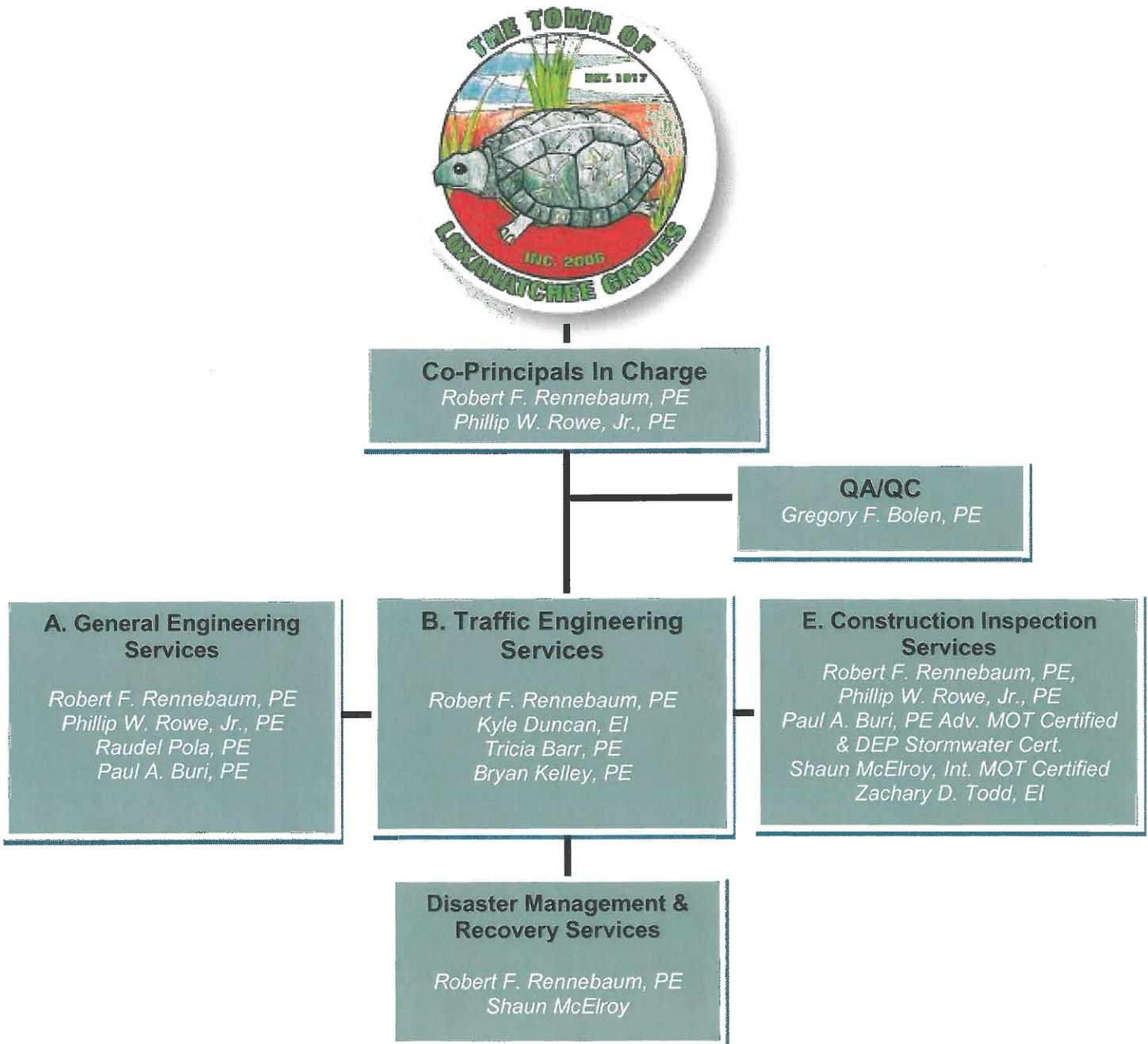
I have personal knowledge of the firm of Simmons & White, Inc. and recommend them without hesitation. They are responsive, knowledgeable and dedicated to developing long term relationships and satisfied clients. I encourage you to contact me directly if I can provide any further positive reference.

Sincerely,



Edward M. Eissey, PhD  
President Emeritus  
Palm Beach State College

- The following is a staffing plan and organizational chart depicting the Principals, project managers and key personnel who will be committed to completing the service tasks identified in the RFQ. It should be noted that Simmons & White, Inc. is a full service civil engineering, traffic engineering, and construction inspection services firm with 16 key staff members. We feel we are the "right size" for the Town of Loxahatchee Groves. We are large enough to handle any challenge, yet small enough to provide the exceptional communication and coordination the Town demands all at an exceptional value and low overhead during these fiscally challenging times.



2. **WORK APPROACH**

Our team understands the importance of meeting the schedule and budget constraints of each and every project. It is our job to communicate with the Client early and often to develop a sound understanding of the project goals and the schedule and budget we have to work within to accomplish those goals. Simmons & White, Inc. has a proven track record of providing our clients with successful projects delivered on time and within budget. Tenets of our philosophy include:

**Communication** – We understand that a key fundamental to meeting time and budget requirements is effective and continuous communication. It is essential that the project team meet with the Town’s representatives at the project’s inception to develop an understanding of the programming requirements, budget, schedule, and the Town’s goals for the project. Effective and concise communication together with prompt and accurate documentation is essential for a successful project on time and within budget. Our team’s approach is designed to maximize the complementary strengths of each team member. We strive to maximize our client’s input into the planning and design process through continuous interaction, allowing them to become an active participant in each design solution.

**Team Coordination** – Cost effective design mandates the closest possible interface between our team members. This interface must be complimented with the fact that the Town of Loxahatchee Groves is an integral part of our project team and, in fact, the most important team member. Our key staff members will facilitate the initial programming and planning meetings with the Town to insure we are all fully aware of all the subtleties associated with the project to develop the most appropriate design for every aspect of the project.

**Effective Problem Solving** – We realize that no two projects are alike, nor are the solutions to their specific needs and requirements identical. We also recognize that tasks can involve various end users and their evolving needs. A primary component of delivering a project that meets the budget and schedule requirements is to anticipate future needs to the best of our ability and to identify problems or required changes as soon as possible. Our team will then coordinate with the Town of Loxahatchee Groves to determine the best solution to address the issue to keep the overall project goals in check while continuing forward within the time and budget constraints set for the project.

**Project Control** – Project control results from a thorough understanding of the factors which shape the design process and an ability to balance economic, scheduling, and operational alternatives in order to ensure schedule and budget are met. Decisions which have an impact on the project scope or scheduling variances must be planned, documented, and communicated. The impact of any changes must be taken into account to ensure that the project remains on track.

A key fundamental to meeting time and budget requirements is effective and continuous communication. Success results from the balance of a talented team combined with strong design and project management leadership in a highly communicative environment. In an effort to keep the Town of Loxahatchee Groves informed during any work in progress we will take the following steps:

- Not only will the Town have the cell phone number and e-mail address for Robert F. Rennebaum, P.E. and Phillip “Tad” Rowe, P.E., Co-Principals In Charge, but also our Project Manager’s cell phone number, office phone and fax numbers and email address will be given to Town representatives.
- Our other firm Principals can be contacted in the event that the Project Manager or Co-Principals In Charge cannot be reached.
- The Town will be informed of vacations or illness on the part of the Project Manager, and will be notified of the Project Manager’s replacement during that time. The Town will be given all contact information for the replacement.

- A Project Manager will not be replaced without prior notification to the Town, and only with the Town’s approval.

The entire team believes that the key ingredient to a successful project lies in continuous communication not only with the Town but also between staff members. We have found that the best solution to a problem or challenge can be better accomplished through interaction. We strive to maximize our client’s input into the planning and design process allowing them to become an active participant in the success of each project.

Cost effective design mandates the closest possible interface between our staff members and their respective roles. Over the past 30 years we have found that open communication is essential to foster effective coordination between our clients and the design team. This interface is accomplished knowing that the Town of Loxahatchee Groves is an integral part of our project team and, in fact, the most important team member.

As private practice consultants working in land development, Simmons & White is no stranger to deadlines. In our profession, deadlines are imposed from both sides of the fence, from our clients and from the governing agencies tasked with reviewing our work. Simmons & White, Inc. has developed a reputation that is second to none for providing our clients with a quality product that is on time and under budget. We accept the fact that the job must get done and plan accordingly.

We also plan the project workflow so that all tasks are performed in the most efficient and logical order to reduce the overall time spent on the project. Once the project begins the firm operates with a hands-on approach that allows them to see and adjust to changing project conditions before they can cause time and budget problems.

In summary, the Simmons & White Team is confident that we bring a strong knowledge of the Town of Loxahatchee Grove’s standards and requirements as well as a staff of professionals that will serve to provide the Town with the most cost effective and technically sound solutions available. We appreciate this opportunity to present our Capabilities to the Town, and look forward to continuing our professional relationship with your Council, administration and staff.

### 3. **GRANT WRITING**

Simmons & White, Inc. has assisted our municipal clients in the pursuit of grants, matching funds and County participation in the funding of special projects at little or no cost to the residents. Pursuit for alternative funding for municipalities is a specialized profession that requires close attention to current opportunities and trends. We have found that the hiring of a firm to assist in this pursuit has maximized opportunities and success in identifying and obtaining alternate funding. Our municipal clients and Simmons & White, Inc. have typically teamed with the firm of RMPK Funding, Mr. Ryan Rusky, President, as the team leader in applying for and pursuing grants and matching funds.

RMPK Funding represents over 29 municipalities in the State of Florida and has obtained over 90 million dollars in special funding acquisition. These funding programs typically include the completion of road projects, trails, cultural facilities and all types of recreational facilities. They have also been successful in working with FEMA and other State and Federal agencies in securing hurricane and disaster related funding. In addition to obtaining grant money, RMPK Funding provides other services such as assisting their clients with grant administration and strategic planning. Their corporate philosophy of maintaining a professional and attentive relationship with their clients results in their ability to assess the needs of the Town of Loxahatchee Groves and to help address funding issues by identifying and obtaining applicable grants through project completion. Their corporate philosophies are closely aligned with the philosophies of Simmons & White, Inc. and we highly recommend their services in this specialized field.

4. **RELEVANT EXPERIENCE**

Simmons & White has been performing Traffic Engineering Services, designing and permitting paving, drainage, water and wastewater facilities, and providing construction inspection services in South Florida for over 30 years, including many projects within the Town of Loxahatchee Groves such as the "F" Road OGEM Overlay Plans outlined in Section 3.2.D Qualifications & Experience portion of this RFQ. We work closely with our clients, contractors and other governing agencies to ensure a seamless design that satisfies the requirements of our client's needs, on time and on budget. We know what your staff expects of our team. Our professional relationships will allow us to anticipate your needs and work seamlessly with staff.

Robert F. Rennebaum, PE, LEED AP, our team's principal point of contact, has lived in the community of the Village of North Palm Beach for 25 years and has been an active participant in the Village's governmental process. Mr. Rennebaum has served as the Chairman of the Code Enforcement Board, member of the Planning and Zoning Board, and has served as an elected official as a Councilman with the Village. As the past Village Councilman, Mr. Rennebaum is intimately familiar with the relationships between staff, the Town Manager, and the elected officials serving the citizens of the Town. Mr. Rennebaum's experience with local municipal government will serve as an invaluable asset in our team's understanding of the Town's governmental process.

Our abilities and experience have been recognized by other municipalities and Palm Beach County, and we are currently working for the Town of Juno Beach, Town of Lake Park, Village of North Palm Beach, City of Palm Beach Gardens, Village of Wellington and the Northern Palm Beach County Improvement District under a Continuing Contract Basis for Civil and Transportation/Traffic Engineering Services. We are currently working for Palm Beach County on several projects including the annual contract for Traffic Signal Design Services and Annual Civil Engineering Services. Our professional relationships and extensive experience working within Palm Beach County will allow us to anticipate your needs and work seamlessly with staff. Simmons & White, Inc. understands the importance of meeting the schedule and budget constraints of each and every project. It is our job to communicate with the District early and often to develop a sound understanding of the project goals, the schedule and budget assigned in order to accomplish those goals.

We are currently serving as the Town Engineer for the Town of Juno Beach and as a testimonial to our level of service and qualifications, the Town Manager, Mr. Joe Lo Bello, offered the following quote, ***"The Town of Juno Beach values Simmons & White's commitment to high quality engineering services. Their dedication to excellence has enhanced our ability to serve the needs of our residents."*** We have recently completed working with Mr. Dan Weisberg, P.E., the Director of Palm Beach County Engineering Traffic Division in a coordinated effort with the Palm Beach County School Board. Mr. Weisberg offered the following regarding our ongoing services, ***"Simmons & White, Inc. is currently serving as prime consultant for the County on a federally funded (Safe Route to Schools Grant) project. They have performed their services within the allotted time and within budget. They have demonstrated a high level of performance, expertise and quality service. They are very responsive and continue to do an excellent job."*** The County Engineer, Mr. George Webb, P.E. has stated the following regarding his experiences with Simmons & White, Inc., ***"The County has found Simmons & White, Inc. to be a well qualified, well managed and thoroughly professional firm. They have performed their services with integrity, a cooperative spirit, and a positive attitude."*** Simmons & White, Inc. was awarded a continuing contract for Civil and Transportation Engineering services for the City of Palm Beach Gardens from September 2009 to September 2012. Ms. Natalie Crowley, AICP, Director of Planning & Zoning recently provided the following quote regarding our service, ***"Simmons & White, Inc. provides an exceptional level of service to the City of Palm Beach Gardens. Their professionalism and enthusiastic commitment is demonstrated in all that they do."***

It is important to note that Simmons & White, Inc. is a comprehensive engineering consulting firm offering the Town of Loxahatchee Groves Civil, Traffic and Transportation Engineering Design Services as well as Construction Engineering and Inspection Services from our in-house staff.

Not only do we have a demonstrated proficiency and knowledge in the planning, civil engineering design, permitting and construction services phases for civil engineering design required under this Request for Qualifications (RFQ), but also in the traffic engineering aspects that affect every project: traffic signal design and coordination, circulation, operations, safety and maintenance of traffic. Our staff will be an advocate for the Town, committed to providing proactive project management, seamless communication, and expeditious, problem free interactions with the applicable Town representatives. As the Engineer of Record on many local projects, we take the lead when permitting new developments, both private and public. We are extremely proud of the strength of our professional relationships with not only the staff level reviewers but the managers and even in some cases the governing officials of the agencies that we deal with on a daily basis.

Founded in 1982, Simmons & White, Inc. is a comprehensive professional engineering consulting firm headquartered in West Palm Beach, Florida. We offer a full range of consulting services to both private and public sector clients throughout Florida and the Southeastern United States.

As our firm has grown and diversified over the past 30 years, we have built a reputation for outstanding client service, dependability and integrity. Simmons & White, Inc. has built a strong client base of satisfied customers by delivering cost-effective, reliable solutions for all aspects of site development, civil engineering, traffic engineering, and construction services.

Simmons & White, Inc. proudly serves the private development community, municipal and public sector clients, both large and small: architects, corporations, institutions, developers, building contractors, government agencies and land planners – utilizing our exceptional engineering knowledge to provide solutions that work. It is this value we bring to our clients and their projects

The principals of Simmons & White, Inc. along with our qualified staff of professionals have the experience, industry knowledge and expertise to deliver a timely, technically sound and cost effective solution to every project. We believe strongly in hiring talented people who strive to excel in every aspect of our profession. We then provide them with the tools and environment to do so.

Simmons & White, Inc. maintains an ongoing commitment to excellence and a personal philosophy that has evolved over 30 years of practice. Tenets of this philosophy and processes to achieve it include:

**Client Focus:** We focus on our clients at all times, demonstrating the discipline and professionalism to anticipate and adapt to their needs, and to build a solid and lasting relationship. We understand that responding to our client's needs quickly is paramount to a successful project.

**Innovation:** Every project presents an opportunity to explore new solutions. The unique qualities of each project challenge us to reinvent successful formulas to be proactive to issues in a new and sustainable way.

**Performance:** We focus on financial discipline at every level and concentrate on creating value for the client and all project stakeholders.

**Teamwork:** Successful projects result from the balance of a talented team with strong design and project management leadership in a highly communicative environment. A collaborative effort between the client and their team of engineers, architects and consultants results in a project that balances specific project needs with overall project goals.

Whether your project is large or small, Simmons & White, Inc. can perform any part of all of your site development, civil engineering, traffic engineering and construction inspection services needs.

In summary, the Simmons & White team is confident that we bring a strong knowledge of the Town's standards and requirements as well as a staff of professionals that will serve to provide the Town with the most cost effective and technically sound solutions available. We appreciate this opportunity to present our Qualifications to the Town of Loxahatchee Groves and look forward to continuing our professional relationship with your Council, administration and staff.

5. **COST ESTIMATING AND VALUE ENGINEERING**

Simmons & White, Inc. is constantly updating our construction cost estimate database in order to bring our clients the best and most accurate cost estimates. At different times and in different economic environments, construction costs may vary greatly. Our current database of construction costs and representative project costing helps our clients get the most accurate and dependable preliminary engineer's cost estimates available. We are constantly communicating with local contractors regarding the availability of fill, cost of asphalt and related paving costs, and the most recent increases and decreases in construction materials.

Simmons & White, Inc. are experts at constructability reviews and value engineering. Our team will provide constructability reviews of all construction documents to ensure they meet the overall project goals, are in compliance with local codes and criteria, to address any constructability issues and to ensure that the most economical yet technically sound alternatives are utilized. As is evident with this process, communication plays a significant role in the value engineering process. We believe our documented procedures and policies during the value engineering program provides the necessary ingredients to deliver the client a quality and technically sound design that may be constructed as economically as possible.

6. **SCHEDULE/COST/QUALITY CONTROL**

As private practice consultants working in land development, Simmons & White is no stranger to deadlines. In our profession, deadlines are imposed from both sides of the fence, from our clients and from the governing agencies tasked with reviewing our work. **We are committed to meeting the Town's deadlines, whether under normal timeframes, or under the tightest of timeframes under an expedited or fast track scenarios.** Simmons & White, Inc. has developed a reputation that is second to none for providing our clients with a quality product that is on time and under budget. We accept the fact that the job must get done and plan accordingly.

We have surrounded ourselves with a dedicated staff that focuses on the same goals. The Principals of Simmons & White along with our qualified staff of professionals have the experience, industry knowledge and expertise to deliver a timely, technically sound and cost effective solution to every project. We believe strongly in hiring talented, driven people who strive to excel in every aspect of our profession. We then provide them with the tools and environment to do so.

The Simmons & White staff assigned to this important contract were carefully chosen based on their history of delivering successful projects together and their extensive knowledge and experience in the Town of Loxahatchee Groves. Our talented staff will dedicate the appropriate time and effort necessary in responding to the Town's needs. The Simmons & White Team is 100% committed to meeting the needs of the Town of Loxahatchee Groves with regard to delivering quality work, on time and on budget.

We have the experience to balance the needs of all our clients and have budgeted our workloads accordingly. The principals have reviewed our current and potential workloads and would not be responding to this Request for Qualifications if we did not have the staff, time and desire to provide the Town with service of the highest quality.

We are expending approximately 75% - 80% of our available resources on our current workload and are expecting this estimate to remain steady for some time. We have a dedicated and efficient staff and do not anticipate having difficulties meeting the goals of the Town. The following table summarizes our teams' recent, current and projected workloads:

<u>Simmons &amp; White, Inc.</u>	Recent Utilization	Current Utilization	Projected Utilization %
	%	%	
Robert F. Rennebaum, P.E., LEED AP	75%	75%	75%
Phillip W. Rowe, P.E.	70%	70%	70%
Gregory F. Bolen, P.E., LEED AP	70%	70%	70%
Raudel Pola, P.E.	80%	80%	80%
Paul A. Buri, P.E.	80%	80%	80%
Tricia Barr, P.E.	80%	80%	80%
Kyle Duncan, E.I.	80%	80%	80%
Bryan Kelley, P.E.	70%	70%	70%
Zach D. Todd, E.I.	60%	60%	60%
Shaun McElroy	70%	70%	70%

Simmons & White is constantly studying the latest technologies in order to bring our clients the best and most economical products for their application.

There are two key places to exert control over costs in an engineering project: 1) during the project design and scope phase; 2) during the execution of the project. Before beginning any project Simmons and White will work in partnership with the Town to establish an appropriate scope of work that meets all of your needs, while eliminating any unnecessary items.

We will also plan the project workflow so that all tasks are performed in the most efficient and logical order to reduce the overall time spent on the project. Once the project begins, the firm operates with a hands-on approach that allows them to see and adjust to changing project conditions before they can cause time and budget problems.

Simmons & White, Inc. approaches quality assurance and control as an integrated method of doing our work. The Quality Assurance/Quality Control (QA/QC) process we employ is comprised of a sequence of activities, designed to be utilized on all projects to provide a quality, "error-free" product. Simmons & White recognizes that one of the many significant challenges facing any municipal government today is the need for their consultants to provide high quality, clear and concise work product that has been thoroughly reviewed, all for an affordable fee. We recognize the importance of delivering a quality product to the Town of Loxahatchee Groves to guarantee that they can achieve their goals of the best possible results, delivered on time and on budget.

Simmons & White develops an independent QA/QC program for each project. It begins with the most important aspect, detailed communication, and is formulated from the firm's QA/QC policies. The responsibility for formulating this independent program and assuring compliance throughout the duration of the project will be assigned to an independent QA/QC Coordinator. Simmons & White has assigned Gregory F. Bolen, P.E., LEED AP as the QA/QC Coordinator for this project. The program is outlined as follows:

**Quality Assurance**

To keep our design and construction documents free of errors and omissions, we educate and train our workforce in the use of correct standards, procedures, and technical approaches. The information, tools, and resources that align with our QA program are accessible to every staff member and encompass:

- Guideline for Practice – checklists
- Project Resources – templates
- Specifications
- Reference Details
- Technical Resources

**Quality Control**

We also recognize that no matter how high our standards, nor how adept our staff, it is inevitable that some errors will creep into documentation. We do maintain a system of checks intended to catch and correct such errors or omissions. These include:

- Scope Reviews – performed by the project manager prior to each submittal. Our checklists facilitate these reviews
- Design, Technical, Coordination, and Documentation Reviews
- Provide senior-level technical guidance throughout the project – Members of the QA/QC team will attend initial project meetings to develop an understanding of the scope and requirements.
- Eliminate redundant work and miscommunicated efforts – The QA/QC team will serve as independent observers and will provide collaboration and advice on the most effective solutions and approaches to the project requirements and tasks.
- Review draft materials prior to production – The QA/QC team will review draft documents to insure consistency with overall project goals and requirements prior to production.
- Constructability reviews – The QA/QC team will provide constructability reviews of all construction documents to insure they meet the overall project goals, are in compliance with local codes and criteria, and to address any constructability issues prior to being issued for bid.

As is evident with this process, communication plays a significant role to the success of any project. We believe the tools incorporated in our QA/QC program provide the necessary ingredients to the client (and team) required to produce and deliver a quality, “error-free” document.

**7. AVAILABILITY**

Simmons & White, Inc. has dedicated and efficient staff of professionals that is committed to be available to begin and complete tasks immediately and into the future. We have the experience to balance the needs of all of our clients and have budgeted our workloads accordingly. The Principals have reviewed our current and potential workloads and would not be responding this RFQ if we did not have the staff, time and desire to provide the Town of Loxahatchee Groves with service of the highest quality well into the future.

**8. KNOWLEDGE OF THE TOWN**

Simmons & White, Inc. is intimately familiar with the Town of Loxahatchee Groves, the Loxahatchee Groves Water Control District and the planning, design and construction requirements within your municipal limits. Simmons & White, Inc. was founded in 1982 and has continually been doing projects within the Loxahatchee Groves area. Since the incorporation of the Town in November of 2006, Simmons & White, Inc. has done numerous Traffic Engineering, Civil Engineering and Construction Observation projects within the Town and the District. We are familiar with your unique roadways and have designed and permitted “F” Road OGEM Overlays, have worked on the Loxahatchee Post Office, Loxahatchee Road Drainage, the Loxahatchee Retail Center, Planet Kids, numerous comprehensive Land Use Plan Amendments and Zoning Amendments, and numerous civil engineering projects including the proposed 90 acre development located at the northeast corner of “B” Road and Southern Boulevard.

The Simmons & White team has the qualifications, resources and local experience to provide the Town of Loxahatchee Groves with all of the technical scope of professional services that may be required under this contract. We truly appreciate the opportunity to be considered for this important contract with the Town and look forward to the Selection Committee reviewing the information included in this RFQ to further expound on our technical qualifications, our extensive past local experience and our corporate philosophy of service, value, quality and integrity.

9. **FINANCIAL STATEMENT**

Please refer to the attached current letter from our corporate accountant, Cochrane & Company, for a statement regarding Simmons & White's current financial condition. Any additional information that the Town of Loxahatchee Groves requires will be provided upon request.

10. **PROOF OF REQUIRED INSURANCE**

Please refer to the attached sample Certificate of Insurance showing Simmons & White's current insurance coverage. Simmons & White, Inc. has the appropriate amount of Professional Liability, General Liability and Worker's Comprehensive coverage the Town of Loxahatchee Groves requires.

# Cochrane & Co.

Certified Public Accountants

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March 20, 2013

The Town of Loxahatchee Groves  
14579 Southern Blvd., Suite 2  
Loxahatchee Groves, FL 33470

Re: Simmons & White, Inc.

Gentlemen:

We have been engaged by Simmons & White, Inc. as their independent accountants continuously since 1994. Our engagement includes preparation of the Company's corporate income tax return and related services including preparation of compiled income tax basis financial statements when requested.

We have been informed by Simmons & White, Inc. that they intend to submit a Request for Qualifications for professional engineering services to the Town. They have requested that we prepare compiled comparative income tax basis financial statements for 2010 through 2012 for the submission.

Simmons & White, Inc. has indicated to us that they will disclose confidentially when requested by the Town complete financial information as directed under the RFQ that may include these compiled comparative income tax basis financial statements.

We can vouch for the character and integrity of the Simmons & White, Inc. shareholders, Robert Rennebaum, Gregory Bolen and Philip Rowe, Jr. We believe you will conclude that Simmons & White, Inc. is a financial stable and well-managed engineering firm capable of providing the professional services you require.

Yours truly,

COCHRANE & CO., P.A.



Thomas E. Cochrane, Jr., C.P.A.  
TEC/dj

cc: Robert Rennabaum, President

2801 Exchange Court  
West Palm Beach, FL 33409

Telephone (561) 684-9566  
Fax (561) 687-3528



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2012

<b>PRODUCER</b> (201)262-1200 FAX: (201)262-7810 <b>Fenner &amp; Esler</b> 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	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.												
<b>INSURED</b> Simmons & White, Inc. 5601 Corporate Way, Suite 200 West Palm Beach FL 33407	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Hartford Casualty Ins. Co.</b></td> <td>009998</td> </tr> <tr> <td>INSURER B: <b>Transportation Insurance Co.</b></td> <td>20494</td> </tr> <tr> <td>INSURER C: <b>RLI Insurance Company</b></td> <td>13056</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <b>Hartford Casualty Ins. Co.</b>	009998	INSURER B: <b>Transportation Insurance Co.</b>	20494	INSURER C: <b>RLI Insurance Company</b>	13056	INSURER D:		INSURER E:	
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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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b>	<b>84SBAPC6991</b>	<b>10/19/2012</b>	<b>10/19/2013</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ <b>10,000</b>
					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
					GENERAL AGGREGATE \$ <b>2,000,000</b>
					PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>	<b>84SBAPC6991</b>	<b>10/19/2012</b>	<b>10/19/2013</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<b>A</b>	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
<b>A</b>	<b>EXCESS / UMBRELLA LIABILITY</b>	<b>84SBAPC6991</b>	<b>10/19/2012</b>	<b>10/19/2013</b>	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ <b>2,000,000</b>
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>				\$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>WC431249247</b>	<b>1/1/2013</b>	<b>1/1/2014</b>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
					E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>C</b>	<b>OTHER Professional Liability</b>	<b>RDP0008368</b>	<b>10/3/2012</b>	<b>10/3/2013</b>	Per Claim Limit \$ <b>1,000,000</b>
	<b>Retro Active Date</b>				Aggregate Limit \$ <b>2,000,000</b>
Retro Active Date <b>10/3/1983</b>					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Additional Insured - Certificate Holder as respects general liability where required by written contract.

<p><b>CERTIFICATE HOLDER</b></p> <p style="text-align: center; font-size: large; font-weight: bold;">SAMPLE</p>	<p><b>CANCELLATION</b></p> <p>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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Kevin Esler/KATHY </p>
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# 3.2.F Binding Requirements

As the President of Simmons & White, Inc. and Co-Principal In Charge, I Robert F. Rennebaum, authorize that the information submitted to the Town of Loxahatchee Groves in this Request for Qualifications is true and accurate, that this submittal is to remain valid for 180 days from the date entered below, and upon award of a contract, the contents of this submittal may be included as part of the contract with the Town at the Town's discretion.



Robert F. Rennebaum, P.E., LEED AP  
President

March 21, 2013  
Date

**Town of Loxahatchee Groves**  
Preferred Discipline Form for  
Request for Qualifications-2013-001-  
Professional Engineering Services

Please identify which of the following disciplines your firm would like to be considered and return this form with your proposal.

- |  |   |  |
|--|---|--|
| A. General Town Services                 | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| B. Traffic Engineering Services          | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| C. Land Surveying Services               | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| D. Environmental Engineering Services    | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| E. Civil Engineering Inspection Services | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |

**Name of Respondent Firm** Simmons & White, Inc.

**Address** 5601 Corporate Way, Suite 200  
West Palm Beach, Florida 33407

**Phone Number** (561) 478-7848

**Date** March 20, 2013

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES (To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF Florida COUNTY of Palm Beach

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer Simmons & White, Inc.

Business address 5601 Corporate Way, Suite 200, West Palm Beach, FL 33407

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

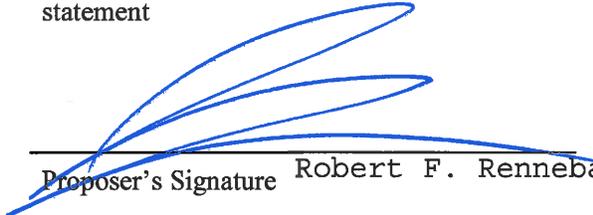
**Please mark the appropriate paragraph below:**

Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is

active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

A copy of the order of the Division of Administrative Hearings is attached to this statement



Proposer's Signature Robert F. Rennebaum, P.E., President

Sworn to and subscribed before me on this 20 day of March, 2013

  
Notary Public Signature

(affix seal)



**NON-COLLUSION AFFIDAVIT**

State of Florida )

)ss.

County of Palm Beach

Robert F. Rennebaum being first duly sworn, deposes and says that:

(1) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Simmons & White, Inc. the Bidder that has Submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

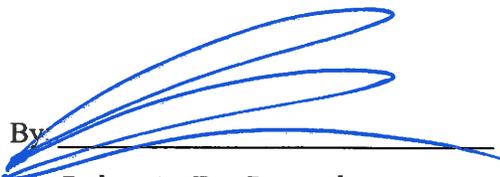
(3) Such Bid is genuine and is not a collusion or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm/consultant, or person to submit a collusion or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm/consultant, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Sarah Abercrombie

By   
\_\_\_\_\_  
Robert F. Rennebaum, P.E.  
(Printed Name)

President  
\_\_\_\_\_  
(Title)

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS A CORPORATION**

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal from this 20th day of March, 2013.

Simmons & White, Inc.  
Printed Name of Corporation

Florida  
Printed State of Incorporation

By: [Signature]  
Signature of President or other authorized officer

Robert F. Rennebaum, P.E., President  
Printed Name of President or other authorized officer

5601 Corporate Way, Suite 200  
Address of Corporation

West Palm Beach, Florida 33407  
Town/State/Zip

(561) 478-7848  
Business Phone Number

(CORPORATE SEAL)

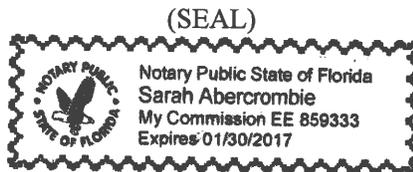
ATTEST:  
By [Signature]  
Secretary  
State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 20th day of March, 2013, by Robert F. Rennebaum (Name), President (Title) of Simmons & White, Inc. (Company Name) on behalf of the corporation, who is personally known to me or who has produced N/A as identification and who did (not) take an oath.

WITNESS my hand and official seal.

Sarah Abercrombie  
NOTARY PUBLIC  
[Signature]  
Notary Public Signature



### TOWN PROPOSAL FORM

The undersigned agrees that he/she has read the proposal documents including the Procedure, General Requirements, and Insurance Requirements and General Specifications, and agrees to the terms and conditions set forth therein. Respondent specifically understands that the Town reserves the right to contract with as many respondents as it deems necessary for Professional Engineering Services.

Respondent further agrees that this RFQ is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

**Respondent agrees no officer, agent or employee of the Town of Loxahatchee Groves is directly or indirectly interested in this RFQ.**

**Submitted by Authorized Agent:**

  
\_\_\_\_\_  
**Signature**

Robert F. Rennebaum, P.E., President

\_\_\_\_\_  
**Print Name & Title**

**Sample Affirmative Action Policy**  
***For Equal Employment Opportunity***

**AFFIRMATIVE ACTION/  
 EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

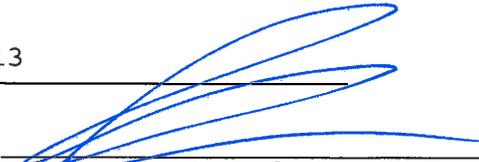
1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

**(Company Name)** is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE: 03/20/2013

(SIGNATURE/TITLE):   
Robert F. Rennebaum, P.E., President

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.**



w w w . s i m m o n s a n d w h i t e . c o m

TRAFFIC ENGINEERING  
 CIVIL ENGINEERING  
 SITE DEVELOPMENT  
 CONSTRUCTION INSPECTION  
 SUSTAINABLE DESIGN

Founded in 1982, Simmons & White, Inc. is a comprehensive professional engineering firm headquartered in West Palm Beach, Florida. We offer a full range of consulting services to both private and public sector clients in Florida and the Southeastern United States.

As our firm has grown and diversified over the years, we have built a reputation for mastering challenges, providing outstanding service and doing the right thing for our clients. Simmons & White has built a strong client base of satisfied customers, by delivering cost-effective reliable solutions for projects performing site development / civil engineering, traffic engineering, and construction services.

Simmons & White, Inc. proudly serves the private development community, municipal and public sector clients, both large and small: architects, corporations, institutions, developers, building contractors, government agencies and land planners – utilizing our exceptional engineering knowledge to provide solutions that work. It is this value we bring to our clients and their projects.



5601 Corporate Way, Suite 200  
 West Palm Beach, Florida 33407  
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Town of Loxahatchee Groves Meeting Schedule

# May 2013 Town Meetings & Shade Session Notice & Agenda

## Shade Session Notice

### **Notice of Attorney-Client Closed Door Session**

Tuesday, May 21, 2013 at 5:30 p.m.

## Shade Session Agenda

### **Notice of Attorney-Client Closed Door Session**

Tuesday, May 21, 2013 at 5:30 p.m.

## **Town Council Meeting**

May 21, 2013- 7:00 PM

LGWCD Offices

101 West D Road

## ULDC Review Committee Hearing

May 16, 2013 - 5:00 PM

Central Palm Beach County Chamber of Commerce-West Office

13901 Southern Boulevard

## **RETGA Committee Meeting**

May 22, 2013 - 7:00 PM

Central Palm Beach County Chamber of Commerce-West Office

13901 Southern Boulevard

## Planning & Zoning Board Hearing - RESCHEDULE

May 23, 2013 - 7:00 PM

Central Palm Beach County Chamber of Commerce-West Office

13901 Southern Boulevard

## **IGC COMMITTEE**

May 24, 2013 - 3:00 PM

LGWCD Office

101 West D Road

## **FAAC Meeting**

May 28, 2013 - 7:00 PM

Central Palm Beach County Chamber of Commerce-West Office

13901 Southern Blvd., Loxahatchee Groves, Florida 33407