

PALM BEACH
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 19, 2007 {X} Consent { } Regular
{ } Public Hearing { } Workshop

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

=====
Project #2004132 EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A. A \$241,055 Budget Transfer in the Unincorporated Improvement Fund from Reserves to 60th Street Bridge over the "M" Canal (Project).
- B. A \$129,211 Task Agreement with Keshavarz & Associates, Inc. (KAI), to provide engineering, surveying, permitting, and geotechnical services for the Project.
- C. A \$48,546 Task Agreement with Bridge Design Associates, Inc. (BDA) for structural engineering services for a bridge over the 'M' Canal.

Summary: The Budget Transfer will provide funds for the engineering services required for the preparation of plans and specifications for the Project.

District: 6 (PK)

Background and Justification: This project is to provide a replacement bridge over the M canal to put the roadway in proper alignment, and to allow for the expansion of the M canal to provide improved drinking water supply for the City of West Palm Beach. The Project also involves the alignment and addresses the intersection of the five roads at the very western end of the replacement bridge structure.

The Budget Transfer will provide funds for the tasks with the two different engineering firms to provide the engineering services required for the preparation of plans and specifications for the bridge and roadway work.

On December 13, 2006, in accordance with Board-adopted procedures, pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act (CCNA), KAI was selected to perform professional Civil Engineering services on an annual task order basis. KAI entered into an Annual Civil Engineering Services Agreement with the County on April 10, 2007 (R-2007-0460), to provide engineering services to Palm Beach County (County) on a Task Order basis. *Continued on page 3*

Attachments:

- 1. Location Map
- 2. Task Agreement KAI (3)
- 3. Task Agreement BDA (3)
- 4. Budget Transfer

=====
Recommended by: Charles Rich 5/18/07 [Signature]
Division Director Date

Approved by: T. Wald 6/4/07
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|--------------------------|-------------------------|-------------------|-------------------|-------------------|-------------------|
| Capital Expenditures | <u>\$241,055</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Program Income (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| In-Kind Match (County) | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| NET FISCAL IMPACT | <u>\$241,055</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

Unincorporated Improvement Fund
60th Street Bridge Over the "M" Canal

| | <u>Keshavarz</u> | <u>Bridge Design</u> | <u>Total</u> |
|---------------------|---------------------|----------------------|---------------------|
| CSA-Basic Services | \$124,961.00 | \$ 48,546.00 | \$173,507.00 |
| -Reimbursables | \$ 4,250.00 | -0- | \$ 4,250.00 |
| Authorization | <u>\$129,211.00</u> | <u>\$ 48,546.00</u> | <u>\$177,757.00</u> |
| Contingency | \$ 25,842.00 | \$ 1,456.00 | \$ 27,298.00 |
| Staff Costs-Roadway | \$ 500.00 | \$ 500.00 | \$ 1,000.00 |
| -Eng Ser | \$ 25,000.00 | \$ 5,000.00 | \$ 30,000.00 |
| -Traffic | \$ 5,000.00 | \$ -0- | \$ 5,000.00 |
| Fiscal Impact | <u>\$185,553.00</u> | <u>\$ 55,502.00</u> | <u>\$241,055.00</u> |

C. Departmental Fiscal Review: _____

[Signature]

III. REVIEW COMMENTS

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

[Signature]
OFMB
5/24/07
[Initials] 5/24/07

[Signature] 5/30/07
Contract Dev. and Control
5/30/07

This item complies with current
County policies.

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

[Signature] 6/1/07
Assistant County Attorney

C. Other Department Review:

Department Director

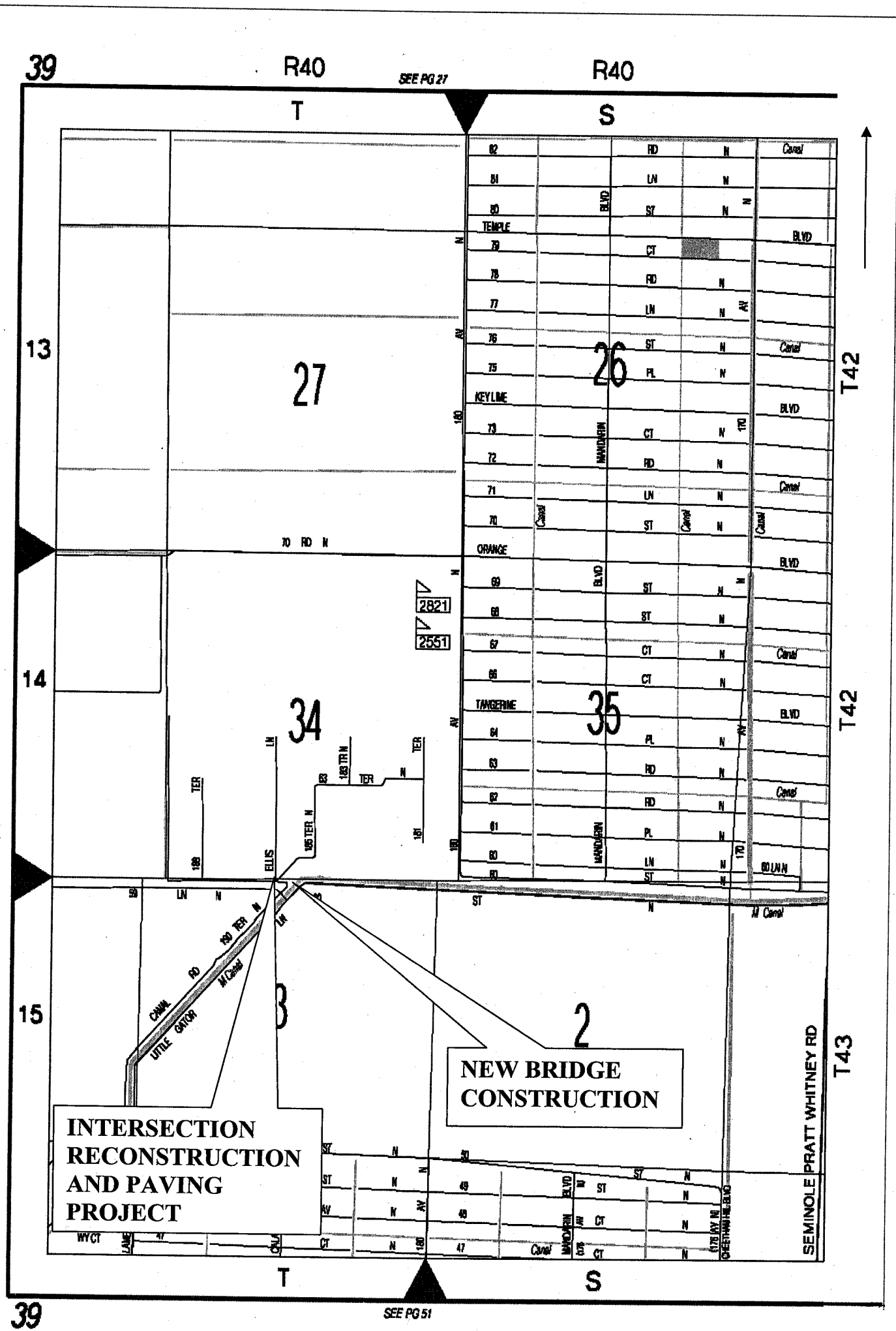
This summary is not to be used as a basis for payment.

Background and Justification: *Continued*

KAI contracted with Gramian Engineering, Inc. (GEI), as a sub-consultant, to provide geotechnical services on an as-needed basis. During negotiations with GEI, KAI was unable to obtain a fee proposal that was acceptable to the County for the geotechnical services required for the Project. KAI was able to obtain a proposal from Tierra, Inc. to perform the geotechnical services for an acceptable fee, and the proper paperwork is included as part of the Task Agreement. KAI contacted Allen Gray of the Office of Small Business Assistance, and he instructed them to include a letter (Exhibit D) stating the situation.

BDA's Annual Structural Engineering Services Agreement dated December 21, 2004 (R-2004-2557), and renewal dated December 5, 2006 (R-2006-2579), will provide the structural engineering services for design and preparation of construction plans for the bridge portion of the Project.

This office, having reviewed KAI and BDA Agreements, and finding them in proper order, recommends Board approval.



60TH STREET BRIDGE CONSTRUCTION PROJECT AND INTERSECTION IMPROVEMENT/PAVING PROJECT

LOCATION MAP - ATTACHMENT 1

**TASK TO ANNUAL AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
KESHAVARZ & ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING DESIGN SERVICES REQUIRED
FOR
60TH STREET NORTH (PROJECT NO. 2004132)
PALM BEACH COUNTY, FLORIDA**

THIS TASK TO ANNUAL CIVIL ENGINEERING AGREEMENT, made and entered into _____, 2007 by and between Palm Beach County, hereinafter called the **COUNTY**, and **Keshavarz & Associates, Inc.** a Florida Corporation with an address of 711 North Dixie Highway, Suite 201, West Palm Beach, FL 33401, Corporate Tax I.D. #65-0012481, hereinafter called the **CONSULTANT**.

WITNESSETH

WHEREAS, the **COUNTY** and the **CONSULTANT** entered into an Annual Agreement on April 10, 2007 (R-2007-0460) whereby the **CONSULTANT** was retained to furnish certain professional services required for Civil Engineering Services on a Task Order Basis, on an annual basis. It is now necessary to acquire engineering design, surveying, permitting, and geotechnical services for 60th Street North, which includes 2,200 feet of roadway improvements, including the link over the "M" canal, Palm Beach County, Florida (hereinafter called the **PROJECT**); and

RE: 60TH STREET NORTH

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

WHEREAS, the following fee has been negotiated and found to be reasonable and just compensation for the professional services to be performed by the CONSULTANT: **Basic Services:** a lump sum fee of \$124,961.00 for engineering, surveying, and alternate plans; plus **Reimbursable Expenses:** \$4,125.00 for geotechnical and permitting, **totaling \$129,211.00.**

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

1. The CONSULTANT agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK".
2. The CONSULTANT agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The CONSULTANT agrees to Minority/Women Business Enterprise (M/WBE) Participation as described in Exhibit "C" of the Agreement.
4. The CONSULTANT agrees to utilize the services of Tierra, Inc. to perform the geotechnical services for this project, as described in Exhibit "D" of the Agreement.
5. The COUNTY agrees to pay the CONSULTANT a fee of One Hundred Twenty-Nine Thousand Two Hundred Eleven Dollars.
6. The CONSULTANT agrees to indemnify, defend and hold harmless the COUNTY against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the CONSULTANT.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated April 10, 2007 (R-2007-0460), and;

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

RE: 60TH STREET NORTH

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Agreement as of the day and year first above written.

OWNER:

PALM BEACH COUNTY, FLORIDA,
a Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Addie L. Greene, Chairperson

ATTEST:

Sharon R. Bock, Clerk & Comptroller

BY: _____
Deputy Clerk

SEAL

APPROVED AS TO TERMS &
CONDITIONS:

By: Charles Rich
Engineer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

CONSULTANT:

Keshavarz & Associates, Inc.
a Florida Corporation

By: [Signature]
Maziar Keshavarz, P.E.
Its President

CORPORATE SEAL

ATTEST WITNESS:

By: [Signature]
Signature

Deborah L. Fulgenzi
Print Name

By: [Signature]
Signature

Joan Sopczak
Print Name



EXHIBIT A

KESHAVARZ & ASSOCIATES, INC.
ENGINEERING/ SURVEYING MANHOUR SUMMARY

for

PALM BEACH COUNTY PROJECT

60th Street North

STREET IMPROVEMENTS

2,200 L.F. - Total Roadway Length

4/23/2007

ROADWAYS 2200 LF [8 Sheets]

60th Street North 2200'+/- 4 Plan Sheets, 4 Profile Sheets

BRIDGEWORK 40' SPAN plus 2 x 30' APPROACHES [by others under separate contract]

M' Canal 100' 1 Plan Sheet, 1 Detail Sheet

Palm Beach County STREET ATLAS page 39
Aerial & Map Atlas, Central Volume, Part 1, page 460
SEC 3 TWP 43 S RGE 40 E

General Description of Extent:

Runs east within Section 3 of Township 43 South and Range 40 East from 690 feet east of 188th Terrace to Canal Road (190th Terrace N which parallels 'M' Canal running NE on west side), thence SE crossing 'M' canal to Little Gator Lane (which parallels 'M' canal running NE on east side), thence NE on Little Gator Lane to existing paved section of 60th St N which parallels 'M' canal running east.

KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - 60th Street North

2200' Roadway including Link over 'M' Canal (Bridge Design Excluded)

April 23, 2007



| ENGINEERING WORK ELEMENT | Project Manager \$/hr \$150.00 | Senior Engineer \$/hr \$135.00 | Project Engineer \$/hr \$107.00 | Engineer Tech Designer \$/hr \$81.00 |
|--|---|---|--|---|
| Cover Sheet for Construction Plans | | | 2 | 8 |
| Field Trips | | 4 | 4 | |
| PBC Section Image Processing | | 2 | 4 | 8 |
| Typical Sections & Details, including Non Structural BridgeWorks | 1 | 4 | 8 | 24 |
| Summary of Quantities/Quantity Takeoffs/Computations | | 2 | 8 | 16 |
| Roadway & Drainage Plan & Profile (8 sheets) including Two Intersections | 8 | 24 | 96 | 240 |
| M' Canal Crossing Plan & Profile (2 sheets) | 2 | 6 | 24 | 48 |
| Driveway Profiles (1 driveway) | | 1 | 1 | 4 |
| Cross Sections (25 sections) | | 12 | 25 | 50 |
| Incorporation/Handling Bridge Plans & Details (by Bridge Design), Coordination with Bridge Design | 3 | 8 | 16 | 16 |
| Survey Control Depiction | | | 4 | 16 |
| Core Borings/Coordination/Evaluation/Depiction | | 2 | 4 | 8 |
| Cost Estimate | | 2 | 8 | |
| Utility Coordination/Depiction | | 2 | 8 | 16 |
| Permitting (SFWMD, WPB, Indian Trails WCD) | 8 | 32 | 64 | |
| Meetings & Coordination with Client & WPB | 6 | 16 | 16 | |
| TOTAL Hours | 28 | 117 | 292 | 454 |
| FEE Estimate | \$4,200.00 | \$15,795.00 | \$31,244.00 | \$36,774.00 |
| TOTAL ENGINEERING | \$88,013.00 | | | |

KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - 60th Street North

2200' Roadway including Link over 'M' Canal (Bridge Design Excluded)



April 23, 2007

| SURVEYING WORK ELEMENT | Survey/ Field Party \$/hr \$135.00 | Senior Surveyor & Mapper \$/hr \$108.00 |
|---|---|--|
| Base Line Control | 16 | 4 |
| Set Stations at 100' Intervals (22) | 16 | 4 |
| 3rd Order Level Circuit based on PBCo Vertical Control Network | 12 | 3 |
| Cross Sections from 50' Either Side of Road R/W @ no more than 100' Separation (25) | 24 | 6 |
| Topographical and Tie-in Requirements, including Details "M" Canal Section | 64 | 16 |
| Set Reference Control for Horizontal and Vertical Construction Control | 8 | 2 |
| TOTAL Hours | 140 | 35 |
| FEE Estimate | \$18,900.00 | \$3,780.00 |
| TOTAL SURVEY | \$22,680.00 | |

KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - 60th Street North

2200' Roadway including Link over 'M' Canal (Bridge Design Excluded)



April 23, 2007

| | |
|--|-------------------|
| REIMBURSABLES | |
| Open Hole Percolation Tests and Auger Borings | \$2,250.00 |
| Permitting Fees (estimated 2 @ \$1000) | \$2,000.00 |
| TOTAL REIMBURSABLES | \$4,250.00 |



KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - 60th Street North

2200' Roadway including Link over 'M' Canal (Bridge Design Excluded)

April 23, 2007

| | |
|--|---------------------|
| ENGINEERING, ROADWAYS | \$88,013.00 |
| ENGINEERING for Alternate Plans | \$14,268.00 |
| | |
| SURVEY | \$22,680.00 |
| | |
| REIMBURSABLES | \$4,250.00 |
| | |
| TOTAL | \$129,211.00 |

EXHIBIT B

PROJECT: 60TH STREET NORTH

PROJECT NO.: 2004132

CONSULTANT: Keshavarz & Associates, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

The said lump sum fees shall be adjusted to exclude any significant sums should the COUNTY determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The COUNTY shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

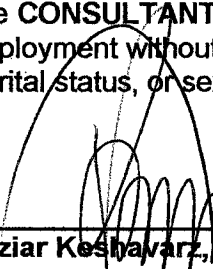
By entering into this Agreement the CONSULTANT warrants that they have not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.



Maziar Keshavarz, P.E., President

EXHIBIT "C"

PARTICIPATION FOR SBE/M/WBE CONSULTANTS

PROJECT NAME: 60th Street North Bridge over the 'M' Canal

PROJECT NUMBER: 2004132

NAME OF PRIME CONSULTANT: Bridge Design Associates, Inc.

PHONE NUMBER: (561) 686-3660

CONTACT PERSON: Brian C. Rheault, P.E., President

AGREEMENT DATE: 12/21/04 (R-2004-2557)/Renewal dated 12/5/06 (R-2006-2579)

DEPARTMENT: Engineering Dept./ Engineering Services

| Name, Address and Telephone Numbe of Minority Consultant | Type and Description of Work to be Performed | Contract Amount | | | | |
|---|--|-----------------|----------|--------------------|----------------------|----------|
| | | SBE | Black | Hispanic | Other | Women |
| 1. Keshavarz & Associates, Inc. 711 N. Dixie Highway, Suite 201 West Palm Beach, FL 33401 Phone: 561-689-8600 | Engineering, Surveying | \$ _____ | \$ _____ | \$ _____ | \$ 126,961.00 | \$ _____ |
| 2. Tierra, Inc. 2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411 Phone: 561-687-8536 | Geotechnical Services | \$ _____ | \$ _____ | \$ 2,250.00 | \$ _____ | \$ _____ |
| 3. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 4. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| TOTAL | | \$ _____ | \$ _____ | \$ 2,250.00 | \$126,961.00 | \$ _____ |

PRIME CONSULTANT TO COMPLETE:

TASK AMOUNT: \$ 129,211.00

TOTAL % M/WBE PARTICIPATION: 100 %

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: PALM BEACH COUNTY
(NAME OF PRIME CONSULTANT)

2300 North Jog Road, West Palm Beach, Florida 33411-2745
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE:

FROM: Keshavarz & Associates, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)
711 N. Dixie Highway, Suite 201, West Palm Beach, Florida 33401
(ADDRESS)

561-689-8600
(TELEPHONE No.)

561-689-7476
(FAX No.)

CONTACT PERSON: Maziar Keshavarz, P.E.

TITLE: President EMAIL: maziar@keshavarz.com

The undersigned intend to perform work in connection with the above project as (check one):
an individual a corporation a partnership a joint venture

- B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES NO If YES, Check all that apply:
* MBE: BL H WBE O(Other)
* SBE : BL H WBE O(Other) White Male
* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Engineering and Surveying Services

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT: 100%

NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon n executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE.

Project: 60TH STREET NORTH

Project No.: 2004132

Keshavarz & Associates, Inc.

NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Maziar Keshavarz, P.E., President

(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

By: 

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

4/30/07
(DATE)

Rev.Dec03

PALM BEACH COUNTY
OFFICE OF SMALL BUSINESS ASSISTANCE
CERTIFIES THAT

KESHAVARZ & ASSOCIATES, INC.
VENDOR #KESH0001

is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.34 of the Palm Beach County Code for a three year period from December 5, 2006 to December 4, 2009.

The following Services and/or Products are covered under this certification:

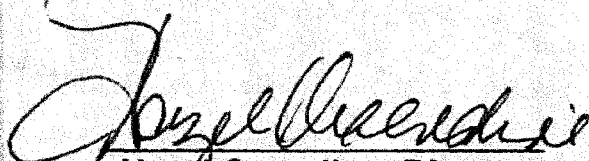
**Engineering Services, Professional
Civil Engineers
Surveying Services**

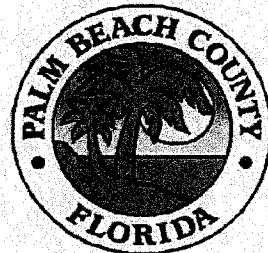
Palm Beach County Board of County Commissioners

Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Warren H. Newell
Mary McCarty
Burt Aaronson
Jess R. Santamaria

County Administrator
Robert Weisman

Deputy County Administrator
Verdenia C. Baker


Hazel Oxendine, Director



State of Florida

Board of Professional Engineers

Attests that
Maziar Keshavarz, PE

is licensed as a Professional Engineer under Chapter 471, Florida Statutes.

Expiration: 28-FEB-07

P.E. Number: 38693

AUDIT NO.: 0507- 003934

DISPLAY AS REQUIRED BY LAW

State of Florida

Board of Professional Engineers

Attests that
Robert Lane Canterbury, PE

is licensed as a Professional Engineer under Chapter 471, Florida Statutes.

Expiration: 28-FEB-07

P.E. Number: 34800

AUDIT NO.: 0507- 009669

DISPLAY AS REQUIRED BY LAW

State of Florida

Board of Professional Engineers

Attests that
Allen Trafton Green JR, PE

is licensed as a Professional Engineer under Chapter 471, Florida Statutes.

Expiration: 28-Feb-07

P.E. Number: 25503

AUDIT NO.: 0507- 014082

DISPLAY AS REQUIRED BY LAW

AC# 1917868

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROF SURVEYORS & MAPPERS

SEQ# L0501170

| DATE | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 03/17/2005 | 040765283 | LS5991 |

The SURVEYOR AND MAPPER
Named below IS LICENSED
Under the provisions of Chapter 472 FS.
Expiration date: FEB 28, 2007

BRYSON, SCOTT FERRELL
LIDBERG LAND SURVEYING, INC.
2973 SW COLLINGS DRIVE
PORT ST. LUCIE FL 34953

JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR
SECRETARY

AC# 1884093

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROF SURVEYORS & MAPPERS

SEQ# L05022700075

| DATE | BATCH NUMBER | LICENSE NBR |
|------------|--------------|-------------|
| 02/27/2005 | 040711508 | LS5764 |

The SURVEYOR AND MAPPER
Named below IS LICENSED
Under the provisions of Chapter 472 FS.
Expiration date: FEB 28, 2007

DUTTON, JAMES CHRISTOPHER
12394 61ST LANE NORTH
ROYAL PALM BEACH FL 33412

JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR
SECRETARY

ACORD CERTIFICATE OF LIABILITY INSURANCE

02/21/2007

| | |
|---|--|
| PRODUCER (561)278-0448 Weekes & Callaway, Inc. 777 East Atlantic Ave. Ste 300 Delray Beach, FL 33483 Rose McEwen, CIC | FA (561)278-2391 THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| INSURED Keshavarz & Associates, Inc. 711 North Dixie Highway Suite #201 West Palm Beach, FL 33401 | INSURERS AFFORDING COVERAGE INSURER A: Maryland Casualty Company INSURER B: Zenith Insurance Company INSURER C: Illinois Union Insurance Co INSURER D: INSURER E: |
| | NAIC # 13269 |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|-------|--|-------------------|------------------------------------|-------------------------------------|---|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | PAS39690673 | 02/09/2007 | 02/09/2008 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | PAS39690673 | 02/09/2007 | 02/09/2008 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0 | PAS39690673 | 02/09/2007 | 02/09/2008 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | Z064779004 | 07/01/2006 | 07/01/2007 | <input checked="" type="checkbox"/> WC STAT/TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | | OTHER Professional Liability Policy | EON G21641650 004 | 07/01/2006 | 07/01/2007 | Limit of Liability: \$1,000,000 Retention: \$25,000 Retro Date: 1/7/1992 |

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

****Ten (10) days notice of cancellation in the Event of Non-payment of premium****

RE: For All Contracted Projects with Palm Beach County.

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are additional insureds for General liability only.

"Includes prior acts coverage to effective date of the contract."

| | |
|---|---|
| CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Engineering & Public Works 2300 North Jog Road. West Palm Beach, FL 33411-2745 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Rose McEwen, CIC/SAYERJ <i>Rose Ann McEwen</i> |
|---|---|

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: KESHAVARZ ASSOCIATES, INC.
(NAME OF PRIME CONSULTANT)

711 N. Dixie Highway, Suite 201, West Palm Beach, FL 33401
(ADDRESS)

~~Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County"~~

CONTACT PERSON & TITLE: Mr. Michael Melendez, P.E.,

FROM: TIERRA, INC.
SUB-CONSULTANT ~~(SBE, M/WBE)~~

2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411
(ADDRESS)

561 687 8536
(TELEPHONE No.)

561 687 8570
(FAX No.)

CONTACT PERSON: Raj Krishnasamy, P.E.

TITLE: Vice President EMAIL: Raj@tierraeng.com

The undersigned intend to perform work in connection with the above project as (check one):
an individual a corporation a partnership a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES NO If YES, Check all that apply:

* MBE: BL H WBE O(Other)

* SBE: BL H WBE O(Other) White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Geotechnical Services

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 1.76 %

~~NOTE: Line 2 shall be the TOTAL % of Total Project. NOT 100%~~

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

~~Prime's information is an SBE or M/WBE~~

Project: 60TH STREET NORTH

Project No.: 2004132

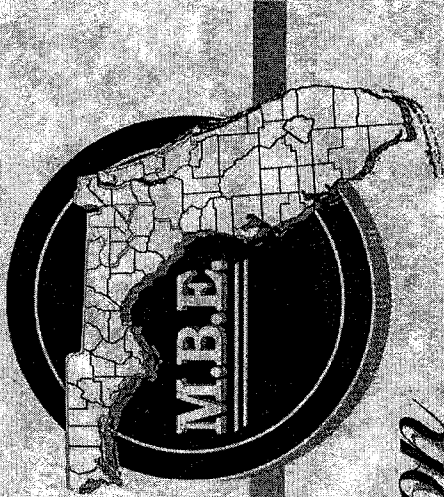
TIERRA, INC.
NAME OF SUB-CONSULTANT FIRM ~~(SBE, M/WBE)~~

Raj Krishnasamy, P.E., Vice President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature] May 8, 2007
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

Florida Statewide

& Inter-Local Certification



Florida Department of Management Services
Office of Supplier Diversity

tierra, inc.

is certified as a **Minority Business Enterprise**
under the provisions of Chapter 287, Florida Statutes and Inter-Local Agreement,
for a one year period from June 14, 2006 to June 14, 2007.

Director

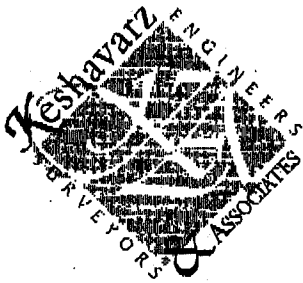


EXHIBIT "D"

Keshavarz & Associates, Inc.
Consulting Engineers - Surveyors

Palm Beach County Engineering and Public Works
160 Australian Avenue
Suite 405
West Palm Beach, FL 33406

May 11th, 2007

PBC Project No. 2004132

Attention: Mr. Michael Marquis

Project No. 03-786

Reference: 60th Street North

Dear Mr. Marquis:

Due to our inability to obtain a fee proposal from our Subconsultant, Gramian Engineering, Inc., that was acceptable to Palm Beach County for the geotechnical services required at the subject project, we are presenting you with a proposal from Tierra, Inc. to perform the said services.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Respectfully,

Maziar Keshavarz, P.E.
President

**TASK TO ANNUAL AGREEMENT
BETWEEN PALM BEACH COUNTY**

AND

BRIDGE DESIGN ASSOCIATES, INC.,

**FOR PROFESSIONAL ENGINEERING SERVICES REQUIRED
for**

**60TH STREET NORTH BRIDGE OVER THE M-CANAL
PROJECT NO. 2004132**

PALM BEACH COUNTY, FLORIDA

THIS TASK TO ANNUAL STRUCTURAL ENGINEERING SERVICES AGREEMENT, made and entered into _____, by and between Palm Beach County, hereinafter called the **COUNTY**, and **Bridge Design Associates, Inc.**, a Florida Corporation with an address of 2035 Vista Parkway, Suite 200, West Palm Beach, FL 33411, Corporate Tax I.D. #65-0030131, hereinafter called the **CONSULTANT**.

WITNESSETH

WHEREAS, the **COUNTY** and the **CONSULTANT** entered into an Annual Agreement on December 21, 2004 (R-2004-2557), renewed on December 5, 2006 (R2006-2579), whereby the **CONSULTANT** was retained to furnish certain professional services required for Structural Engineering Services on an annual basis. It is now necessary to acquire engineering services for the 60th Street North Bridge over the M-Canal, Palm Beach County, Florida (hereinafter called the **PROJECT**); and

RE: 60TH STREET NORTH BRIDGE OVER THE M-CANAL DESIGN

WHEREAS, the **COUNTY** now desires the **CONSULTANT** to perform structural engineering services and permit preparation for the construction of the **PROJECT**; and

WHEREAS, the following fee has been negotiated and found to be reasonable and just compensation for the professional services to be performed by the **CONSULTANT**: For a lump sum fee of \$48,546.00 for engineering and surveying services as outlined in the proposal dated February 26, 2007 attached hereto as a part of Exhibit 'A'.

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

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

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated December 21, 2004 (R-2004-2577), renewed December 5, 2006 (R-2006-2579), and;

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

RE: 60TH STREET NORTH BRIDGE OVER THE M-CANAL DESIGN

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Agreement as of the day and year first above written.

OWNER:


PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Addie L. Greene, Chairperson

CONSULTANT:

Bridge Design Associates, Inc.
a Florida Corporation

BY: 
Brian C. Rheault, P.E.
Its President

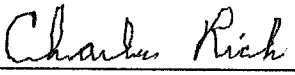
ATTEST:
Sharon R. Bock, Clerk & Comptroller

SEAL

BY: _____
Deputy Clerk

SEAL

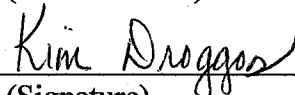
APPROVED AS TO TERMS &
CONDITIONS:

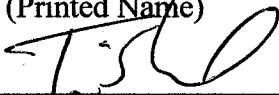
By: 
Engineer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

WITNESS:

By: KIM DROGGOS
(Printed Name)

(Signature)

By: TIM SHERWOOD
(Printed Name)

(Signature)

BRIDGE DESIGN ASSOCIATES, INC.



BRIAN C. RHEULT, P.E.
President

EXHIBIT "A"

February 26, 2007

Palm Beach County Engineering Services
2300 N. Jog Road
West Palm Beach, Florida 33411

ATTENTION: Charlie Rich, P.E.

REGARDING: 60th Street North Bridge over the M-Canal

Dear Charlie:

Pursuant to a request from Keshavarz & Associates, Inc., we have reviewed the preliminary data provided by them for the proposed two-lane bridge over the M-Canal.

The bridge cross section will accommodate two 12'-0 travel lanes with 8'-0 shoulders and Type "F" barriers on each side.

Based on the canal section we estimate that the most economical span configuration will be to have a 3 span bridge with 25'-0 foot approach spans and a 30'-0 center span. The above identified spans meets or exceeds South Florida Water Management District requirements for bridge crossings.

Attached in Exhibit A is an approximate manhour breakdown and fee for the various tasks related to the design of this bridge.

If you have any questions, please give me a call.

Respectfully,

BRIDGE DESIGN ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'B. Rheault', written over a horizontal line.

Brian C. Rheault, P.E.
President

BCR:kedS:\PERSONNEL\Kim\2007\Februaray, 2007\pro 60th 02-26-07.wpd

RECEIVED
FEB 27 2007

A handwritten signature in black ink, appearing to read 'Kim', written over a horizontal line.

BRIDGE DESIGN ASSOCIATES, INC.

60th Street Bridge over M-Canal
February 26, 2007
HOURLY BREAKDOWN OF SERVICES
EXHIBIT "A"

| ACTIVITY | SHEET # | PROJECT MANAGER | PROJECT ENGINEER | CADD TECH | FIELD REP/ E.I. | TOTAL HOURS BY ACTIVITY | LABOR COST BY ACTIVITY |
|--|---------|-----------------|------------------|-----------|-----------------|-------------------------|------------------------|
| | | \$130.50 | \$110.20 | \$89.90 | \$62.35 | | |
| COORDINATION | | | | | | | |
| Meeting w/surveyor roadway to review project current site conditions | N/A | 4.0 | | | | 4.0 | \$522.00 |
| Utility Coordination | N/A | 4.0 | | | | 4.0 | \$522.00 |
| Permit Meetings / SFWMD / DEP | N/A | 4.0 | | | | 4.0 | \$522.00 |
| <i>Subtotal Coordination</i> | | 12.0 | 0.0 | 0.0 | 0.0 | 12.0 | \$1,566.00 |
| DESIGN | | | | | | | |
| General Notes / Construction Notes | N/A | 2.0 | 4.0 | | | 6.0 | \$701.80 |
| Review soils data analysis for pile capacities (end & interior bents) | N/A | 4.0 | 24.0 | | | 28.0 | \$3,166.80 |
| Design Sheet pile wall system for end bent | N/A | | 16.0 | | | 16.0 | \$1,763.20 |
| Design End Bent pile cap | N/A | | 16.0 | | | 16.0 | \$1,763.20 |
| Design Intermediate Pile cap | N/A | 2.0 | 16.0 | | | 18.0 | \$2,024.20 |
| Design superstructure deck slab spans 1 & 3 | N/A | 4.0 | 36.0 | | | 40.0 | \$4,489.20 |
| Design superstructure deck slab spans 2 | N/A | 4.0 | 36.0 | | | 40.0 | \$4,489.20 |
| Design closure pours all spans | N/A | | 6.0 | | | 6.0 | \$661.20 |
| Design post tension system | N/A | | 6.0 | | | 6.0 | \$661.20 |
| Design barrier system & guardrail attachments & coordination with roadway design | N/A | 2.0 | 6.0 | | | 8.0 | \$922.20 |
| Design slope protection | N/A | | 8.0 | | | 8.0 | \$881.60 |
| <i>Subtotal Design</i> | | 18.0 | 174.0 | 0.0 | 0.0 | 192.0 | \$21,523.80 |
| PLANS PREPARATION | | | | | | | |
| Index of sheets / location map & Summary of Q | B1 | | | 12.0 | | 12.0 | \$1,078.80 |
| Bridge Cross section existing & proposed | B2 | | | 6.0 | | 6.0 | \$539.40 |
| General Notes / Design Criteria / Constr. Notes | B3 | | | 8.0 | | 8.0 | \$719.20 |
| Bridge Plan Sheet | B4 | | | 20.0 | | 20.0 | \$1,798.00 |
| Bridge Elevation | B5 | | | 4.0 | | 4.0 | \$359.60 |
| Substructure Plan | B6 | | | 8.0 | | 8.0 | \$719.20 |
| Pile Data Table / Soils Borings | B7 | | | 4.0 | | 4.0 | \$359.60 |
| Finish Grade Plan | B8 | | | 8.0 | | 8.0 | \$719.20 |
| End Bent Plan & Elevation | B9 | | | 8.0 | | 8.0 | \$719.20 |
| End Bent Details / connection to existing structures bar bending diagrams / bill of reinforcing & quantities | B10 | | | 32.0 | | 32.0 | \$2,876.80 |
| Intermediate bent plan & elevation | B11 | | | 8.0 | | 8.0 | \$719.20 |
| Intermediate bent details, bar bending diagrams & quantities | B12 | | | 24.0 | | 24.0 | \$2,157.60 |
| Superstructure typical cross section showing deck layout & closure pours | B13 | | | 4.0 | | 4.0 | \$359.60 |
| Precast slab layout plan view with post tension details & layout | B14 | | | 8.0 | | 8.0 | \$719.20 |
| Precast slab plan elevations spans 1 & 3 | B15 | | | 8.0 | | 8.0 | \$719.20 |

BRIDGE DESIGN ASSOCIATES, INC.

60th Street Bridge over M-Canal
 February 26, 2007
 HOURLY BREAKDOWN OF SERVICES
 EXHIBIT "A"

| ACTIVITY | SHEET # | PROJECT | PROJECT | CADD | FIELD | TOTAL HOURS BY ACTIVITY | LABOR COST BY ACTIVITY |
|--|-------------|------------|-------------|-------------|------------|-------------------------|------------------------|
| | | MANAGER | ENGINEER | TECH | REP/ E.I. | | |
| | | \$130.50 | \$110.20 | \$89.90 | \$62.35 | | |
| PLANS PREPARATION CONTINUED | | | | | | | |
| Precast slab plan elevations span 2 | B16 | | | 8.0 | | 8.0 | \$719.20 |
| Precast slab details bar bending diagrams, bill of reinforcing steel & quantities | B17 | | | 32.0 | | 32.0 | \$2,876.80 |
| Sheet pile wall details, notes, closure pour details, misc. barrier & sidewalk & railing details, bar bending diagrams, bill of reinforcing schedule | B18 | | | 16.0 | | 16.0 | \$1,438.40 |
| Approach slab layout sheet | B19 | | | 4.0 | | 4.0 | \$359.60 |
| Index sheets (600, 601, 614, 618, 700-1, 700-2, 810, 820-1, 820-2) | B20- B28 | | | 18.0 | | 18.0 | \$1,618.20 |
| <i>Subtotal Plans Preparation</i> | | 0.0 | 0.0 | 240.0 | 0.0 | 240.0 | \$21,576.00 |
| QUANTITIES & ESTIMATES | | | | | | | |
| Quantities & Estimates | N/A | 2.0 | 4.0 | | 24.0 | 30.0 | \$2,198.20 |
| <i>Subtotal Quantities & Estimates</i> | | 2.0 | 4.0 | 0.0 | 24.0 | 30.0 | \$2,198.20 |
| PERMITTING | | | | | | | |
| Permit Application & Responses | NA | 4.0 | 4.0 | 8.0 | | 16.0 | \$1,682.00 |
| <i>Subtotal Permitting</i> | | 4.0 | 4.0 | 8.0 | 0.0 | 16.0 | \$1,682.00 |
| | | | | | | | |
| | | | | | | | |
| TOTAL MANHOURS | | 36.0 | 182.0 | 248.0 | 24.0 | 490.0 | |
| DIRECT LABOR COST | | \$4,698.00 | \$20,056.40 | \$22,295.20 | \$1,496.40 | | \$48,546.00 |

BRIDGE DESIGN ASSOCIATES, INC.

60th Street Bridge over M-Canal
 February 26, 2007
 HOURLY BREAKDOWN OF SERVICES
 EXHIBIT "A"

| ACTIVITY | PROJECT MANAGER | PROJECT ENGINEER | CADD TECH | FIELD REP/ E.I. | TOTAL HOURS BY ACTIVITY | LABOR COST BY ACTIVITY |
|-----------------------------|--------------------|---------------------|--------------------|-----------------------|----------------------------------|---------------------------------|
| | \$130.50 | \$110.20 | \$89.90 | \$62.35 | | |
| Coordination | 12.0 | 0.0 | 0.0 | 0.0 | 12.0 | \$1,566.00 |
| Design | 18.0 | 174.0 | 0.0 | 0.0 | 192.0 | \$21,523.80 |
| Plans Preparation | 0.0 | 0.0 | 240.0 | 0.0 | 240.0 | \$21,576.00 |
| Quantities & Cost Estimates | 2.0 | 4.0 | 0.0 | 24.0 | 30.0 | \$2,198.20 |
| Permitting | 4.0 | 4.0 | 8.0 | 0.0 | 16.0 | \$1,682.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL MANHOURS | 36.0 | 182.0 | 248.0 | 24.0 | 490.0 | |
| DIRECT LABOR COST | \$4,698.00 | \$20,056.40 | \$22,295.20 | \$1,496.40 | | \$48,546.00 |

60th over M-Canal

ENGINEERING FEES

\$48,546.00

RE: 60TH STREET NORTH BRIDGE OVER THE M-CANAL DESIGN

EXHIBIT "B"

CONSULTANT CERTIFICATION STATEMENTS

TRUTH-IN-NEGOTIATION STATEMENT

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

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

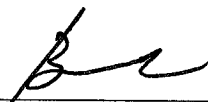
By entering into this Agreement, the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bona fide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Agreement.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION

The **CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

 5/4/07

Brian C. Rheault, P.E., President

EXHIBIT "C"

PARTICIPATION FOR SBE/M/WBE CONSULTANTS

PROJECT NAME: 60th Street North Bridge over the 'M' Canal

PROJECT NUMBER: 2004132

NAME OF PRIME CONSULTANT: Bridge Design Associates, Inc.

PHONE NUMBER: (561) 686-3660

CONTACT PERSON: Brian C. Rheault, P.E., President

AGREEMENT DATE: 12/21/04 (R-2004-2557)/Renewal dated 12/5/06 (R-2006-2579)

DEPARTMENT: Engineering Dept./ Engineering Services

| Name, Address and Telephone Number of Minority Consultant | Type and Description of Work to be Performed | Contract Amount | | | | |
|---|--|---------------------|----------|----------|----------|----------|
| | | SBE | Black | Hispanic | Other | Women |
| 1. Bridge Design Associates, Inc. 2005 Vista Parkway, Suite 200 West Palm Beach, FL 33411 Phone: 561-686-3660 | Structural Engineering Services | \$ <u>48,546.00</u> | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 2. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 3. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 4. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| | TOTAL | \$ <u>48,546.00</u> | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

PRIME CONSULTANT TO COMPLETE:

TASK AMOUNT: \$ 48,546.00

TOTAL % SBE/M/WBE PARTICIPATION: 100 %

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Palm Beach County
(NAME OF PRIME CONSULTANT)

2300 N. Jog Road, West Palm Beach, Florida 33411
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE:

FROM: Bridge Design Associates, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

2035 Vista Parkway, Suite 200, West Palm Beach, Florida 33411
(ADDRESS)

561-686-3660 561-686-3664
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Brian C. Rheault, P.E.,

TITLE: President EMAIL: bridgebbd@aol.com

The undersigned intend to perform work in connection with the above project as (check one):
 an individual a corporation a partnership a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES NO *If YES, Check all that apply:*

* MBE: BL H WBE O (Other)

* SBE : BL H WBE O(Other) White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: ? Structural Engineering Services

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 100 %

NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

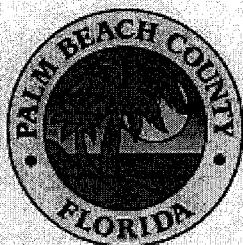
** Prime's information if an SBE or M/WBE.

Project: 60th Street North Bridge over the M-Canal Project No.: 2004132

BRIDGE DESIGN ASSOCIATES, INC.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Brian C. Rheault, P.E., President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:  5/4/07
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)



August 20, 2004

Certification Date: 08/20/2004 - 08/20/2007

Vendor Code: BRID0003

SERVICES: Consulting Engineers

Office of
Small Business Assistance
50 S. Military Trail, Suite 209
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com

Bridge Design Associates, Inc.
2035 Vista Parkway, Suite 200
West Palm Beach, FL 33411

Attention: Brian Rheault

■
**Palm Beach County
Board of County
Commissioners**

Karen T. Marcus, Chair
Tony Masilotti, Vice Chairman

Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson
Addie L. Greene

County Administrator

Robert Weisman

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted and is pleased to announce that your firm has been certified as a Small Business Enterprise (SBE) for three (3) years.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to the Purchasing Department must also be reported to OSBA. Your company name and vendor code must be the same in both departments. Failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of Bridge Design Associates, Inc. with vendor code BRID0003.

Sincerely,

Patricia Wilhelm,
Certification Specialist

Client#: 7484

BRIDDES3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
11/14/06

| | |
|--|---|
| PRODUCER Suncoast Insurance Associates P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200 | 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. |
| INSURERS AFFORDING COVERAGE | |
| INSURED Bridge Design Associates, Inc. 2035 Vista Parkway, Suite 200 West Palm Beach, FL 33411 | INSURER A: Fidelity & Guaranty Ins. Underwr. INSURER B: United States Fidelity & Guaranty INSURER C: St. Paul Fire & Marine Ins. Co. INSURER D: U.S. Specialty Insc. Co. 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 LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|--|---------------|----------------------------------|-----------------------------------|--|-------------|
| A | GENERAL LIABILITY | BK01371117 | 05/25/06 | 05/25/07 | EACH OCCURRENCE | \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) | \$300,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | | | | | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | |
| B | AUTOMOBILE LIABILITY | BA01737388 | 05/25/06 | 05/25/07 | 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 | | | | | |
| | GARAGE LIABILITY | | | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | |
| A | EXCESS LIABILITY | BK01371117 | 05/25/06 | 05/25/07 | EACH OCCURRENCE | \$3,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$3,000,000 |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | BW02478655 | 05/25/06 | 05/25/07 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | | | | E.L. EACH ACCIDENT | \$100,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$100,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT | \$500,000 |
| D | OTHER Professional Liability | US061185502 | 11/27/06 | 11/27/07 | \$1,000,000 per claim \$1,000,000 annl aggr. | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Professional liability is written on a claims made and reported basis.
RE: FOR ALL PROJECTS WITH PALM BEACH COUNTY
 Retroactive date for Professional Liability: 1/1/1988
 Palm Beach County Board of County Commissioners, a Political Subdivision
 (See Attached Descriptions)

| | |
|--|--|
| CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 160 Australian Avenue West Palm Beach, FL 33406 | ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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. AUTHORIZED REPRESENTATIVE |
|--|--|

DESCRIPTIONS (Continued from Page 1)

of the State of Florida, its Officers, Employees, and Agency shall be
named
Additional Insured as to General Liability.

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX042507-1593

FUND Unincorporated Improvement

| ACCOUNT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF 04/25/07 | REMAINING BALANCE |
|---|---------------------------|-----------------|----------------|----------|----------|-----------------|-------------------------------------|-------------------|
| 60TH STREET N/200TH TRAIL N-E OF M CANAL | | | | | | | | |
| 3511-365-S185-6505 | Design/Eng/Mgmt-CIP Admin | 1,000 | 0 | 241,055 | 0 | 241,055 | 0 | 241,055 |
| RESERVES | | | | | | | | |
| 3511-365-9900-9919 | Res-St & Drng Improve | 5,978,576 | 7,320,543 | 0 | 241,055 | 7,079,488 | | |
| | | | | 241,055 | 241,055 | | | |

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 06/19/07

_____ *R. D. Ward*

_____ *5/2/07*

Deputy Clerk to the
Board of County Commissioners