## PALM BEACH BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Department: Submitted By: Submitted For:	5	<ul><li>{X} Consent</li><li>{ } Public Hearing</li></ul>	{ } Regular { } Workshop
======================================	52 EXE	CUTIVE BRIEF	================

Motion and Title: Staff recommends motion to approve:

- A. A \$241,055 Budget Transfer in the Unincorporated Improvement Fund from Reserves to 60<sup>th</sup> 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	3. Task Agreement BDA (	(3)	
2. Task Agreement KAI (3)	4. Budget Transfer	,	
=======================================	=======================================	=======================================	==\\/
Recommended by:	wanles Rich	5/18/07	phi
D	ivision Director	Date	
Approved by:	T. Well	6/4/07	
J C	ounty Engineer	Date	

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## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2007 <u>\$241,055</u> <u>-0-</u> <u>-0-</u> <u>-0-</u> <u>\$241,055</u>	2008 0- 0- -0- -0- -0- -0-	2009 0- 0- -0- -0- -0- -0-	2010 -0- -0- -0- -0- -0- -0- -0-	2011 0- 0- 0- 0- 0- 0-
# ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included in Current Budget Acct No.: Fund Progr	Dept	Yes Unit Ob	oject	No <u>X</u> .	

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

Unincorporated Improvement Fund  $60^{\,\rm th}$  Street Bridge Over the ``M'' Canal

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

## C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

30/07 С and ٦ hen 5/30/07

This item complies with current County policies.

**Department Director** 

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

2 of 3

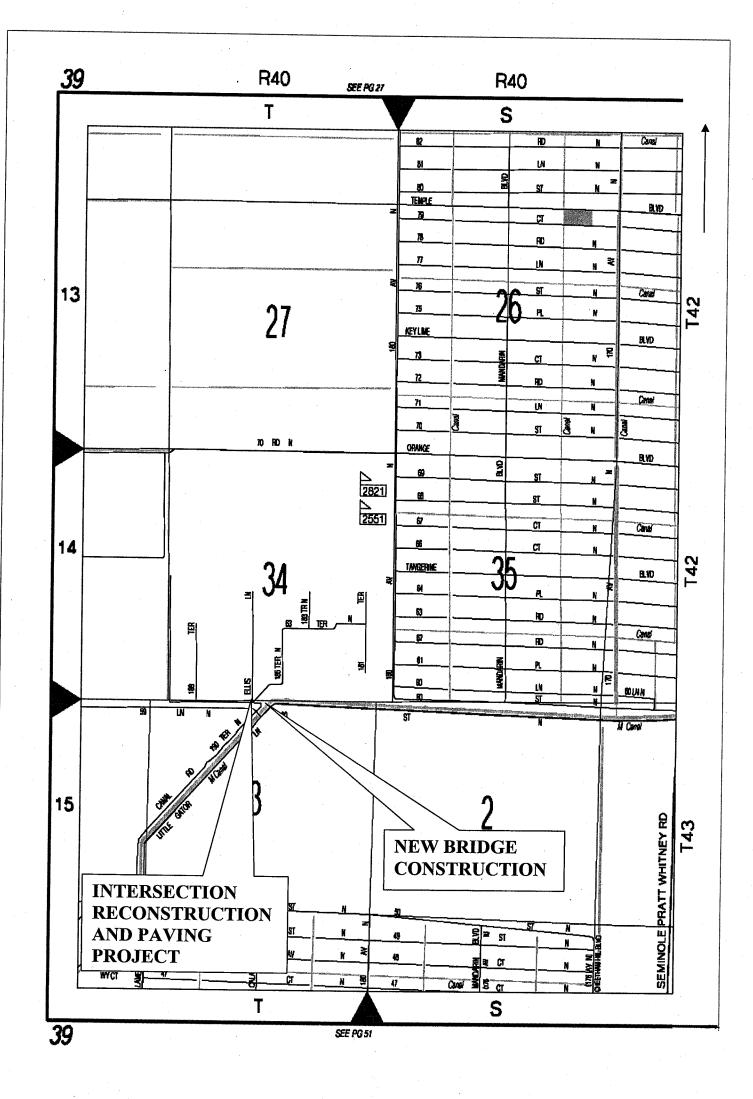
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## Background and Justification: Continued

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.



## 60<sup>TH</sup> 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

## 60<sup>TH</sup> 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.

## <u>WITNESSETH</u>

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 60<sup>th</sup> 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

PAGE 1 OF 3

Attachment 2

## RE: 60<sup>TH</sup> 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.

PAGE 2 OF 3

## RE: 60<sup>TH</sup> 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: Engineer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:

**County Attorney** 

CONSULTANT: Keshavarz & Associates Inc. a Florida Corporation By: \_ Maziar Keshavarz. P.E. Its President

CORPORATE SEAL

ATTEST/WITNESS anature

Deborah L. Fulgenzi Print Name

By: Signature

Joan Sopczak Print Name

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**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 Desscription 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.

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	Designer \$/hr
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 ( <u>2</u> sheets)	2	6	24	48
Driveway Profiles ( <u>1</u> 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 & Cooridnation 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			



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	
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

MSTU District 'A' - 60th Street North

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

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



\$4,250.00



April 23, 2007



MSTU District 'A' - 60th Street North 2200' Roadway including Link over 'M' Canal (Bridge Design Excluded)

April 23, 2007

\$88,013.00
\$14,268.00
\$22,680.00
\$4,250.00

TOTAL		\$129,211.00
		- /

## EXHIBIT B

## PROJECT: 60<sup>TH</sup> 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.

P.E., President Maziar Kes

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## EXHIBIT "C"

## PARTICIPATION FOR SBE/M/WBE CONSULTANTS

PROJECT NAME: 60th Street North Bridge	over the 'M' Canal				PROJECT NUMBE	ER: <u>2004132</u>
NAME OF PRIME CONSULTANT: Bridg	ge Design Associates, Inc.				. *	
CONTACT PERSON:	E., President			.]	PHONE NUMBER	: <u>(561) 686-3660</u>
AGREEMENT DATE: 12/21/04 (R-2004-25:	57)/Renewal dated 12/5/06 (R-20	06-2579)	DEPAI	RTMENT: <u>Engine</u>	ering Dept./ Engine	ering Services
*******	*****	******	******	*****	******	*****
Name, Address Type	and Description			Contract Amour	ıt	•
and Telephone Numbe of Minority Consultant ***********************************	of Work to be Performed	SBE	Black	Hispanic	Other	Women
	gineering, Surveying	S	ттттттттттттт Ф		· • • • • • • • • • • • • • • • • • • •	£
West Palm Beach, FL 33401 Phone: 561-689-8600		۵	⊅	۶ <u> </u>	\$ <u>126,961.00</u>	ð
Tierra, Inc.Ge2. 2765 Vista Parkway, Suite 10West Palm Beach, FL 33411Phone: 561-687-8536	otechnical Services	\$	\$	\$ <u>2,250.00</u>	\$	\$
3.		\$	\$	\$	\$	\$
4.		\$	\$	\$	\$	\$
	TOTAL	\$	\$	\$ <u>2,250.00</u>	\$ <u>126,961.00</u>	\$
PRIME CONSULTANT TO COMPLETE:						
TASK AMOUNT: <u>\$ 129,211.00</u>			TOTAL % N	//WBE PARTIC	IPATION: <u>100 %</u>	<b>1</b>
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# LETTER OF INTENT TO PERFORM AS AN SBE, M/WBE AND/OR SUB-CONSULTANT

TO:	P	ALM BEACH COUN	TY			
			OF PRIME CONSULTA	.NT)		
	2300 North	Jog Road, West Palm	Beach, Florida 3341	-2745		
	· · · · · · · · · · · · · · · · · · ·		(ADDRESS)	An		
		ne is an SBE or M/WBE, o	address <u>Letter of Intent</u>	to "Patm Beach Co	unty."	
	CONTACT PERSO	N & TITLE:				
FROM:	<u>Keshavarz &amp; A</u>	ssociates, Inc.				
		B-CONSULTANT (Prime if SI hwav, Suite 201, West Pa		01		
		(/	ADDRESS)	· ·		
		61-689-8600 (TELEPHONE No.)		561-689-7476 (FAX No.)	· · · · · ·	
	CONTACT PERSO	N: Maziar Keshavarz.	. <b>P.E</b> .			
	TITLE: Presiden	· · ·		maziar@keshava	NZ.COM	
		intend to perform worl nal <u>XX</u> a corporation				
B. PA	LM BEACH COUNTY	CERTIFIED SBE OR M/W	/BE*: <u>X</u> YES	NO _	If YES. Check all that ap	olv:
* N	IBE:BL	H	WBEO(Other)			
* S	BE:BL	H	_WBEX_	_0(Other)	White Male	
* /	ATTACH APPLICABLE CO	PY OF NOTICE OF PALM BEACH	I COUNTY SBE OR M/WBE C	ERTIFICATION		
if SBE	or M/WBE:	cular work items or		e performed by	the sub-consultan	it) or Prin
l. <b>Ac</b>	ivity Provided:	Engineering and S	Surveying Services			
2. ** :		<b>C'S "TOTAL PARTICIP</b> I be the ACTUAL % of Total		ROJECT: 100%		
	ersigned will enter into nt with Palm Beach C	o a formal agreement for th county.	e described work with the	ne above-named prim	e consultant upon n exe	ecuted
* Prime	's information if an SBE o	r M/WBE.				
Project:	60 <sup>TH</sup> STREE	T NORTH		Project	No.: <u>2004132</u>	<u> </u>
		Keshavarz é	Associates, Inc.			
			CONSULTANT FIRM	I (PRIME if SBE o	r M/WBE)	•
		Maziar Keshava	rz, PlE., President	·		
		(PRINT - NAME &	TITLE OF AUTHO	RIZED REPRESE	ENTATIVE)	- 
	T		M		1.30107	
	E	By: ////	VIIIORIZED REP	PESENTATIVE	(DATE)	
Rev.Dec0	3		NOTIONIZED REF	CLOLINIAIIVE)	(DATE)	ан 1917 - С.

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## PALM BEACH COUNTY OFFICE OF SMALL BUSINESS ASSISTANCE

CERTIFIES THAT

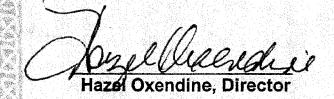
## KESHAVARZ & ASSOCIATES, INC.

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

state of F Board of Professional Engineers ottests that Maziar Keshavarz, PE is licensed as a Professional Engin Chapter 471, Florida Statutes. P.E. Number: 38693 Expiration: 28-FEB-07 AUDIT NO.: 0507-003934 DISPLAY AS REQUIRED BY LAW State of Hlon Board of Hrofessional Engineers sts that Robert Lane Canterbury, PE is licensed as a Professional Engineer under Chapter 471, Florida Statutes. P.E. Number: 34800 Expiration: 28-FEB-07 AUDIT NO .: 0507-009669 DISPLAY AS REQUIRED BY LAW State of I Board of Hrofessional Engineers Allen Trafton Green JR, PE inder Chapter 471, Florida Statutes. is licensed as a Professional En Expiration: 28-Feb-07 P.E. Number: 25503

AUDIT NO.: 0507- 014082

## AC# 1917868

## STATE OF FLORIDA

## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF PROF SURVEYORS & MAPPERS SEQ#L0503170

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•	Under the provisions Expiration date: FEB	of Chap	ter 472 FS. 7	•			

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

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EXCESSIONBRELLALIABILITY       PAS39690673       02/09/2007       02/09/2008       EACHOCCLRRENCE       \$ 1,         AGGREGATE       CLAMS MADE       \$       \$       \$       \$         DEDUCTIBLE       \$       \$       \$       \$       \$       \$         WORKERS COMPENSATION AND EMPLOYRES LIABILITY       \$       \$       \$       \$       \$       \$         WORKERS COMPENSATION AND EMPLOYRES LIABILITY       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$       \$	
AUTO ONLY:       AGG \$         EXCESSIONMERELALIABILITY:       PAS39690673       02/09/2007       02/09/2008       EACHOCCURRENCE       \$       1,         AGGREGATE       CLAMS MADE       CLAMS MADE       \$	
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DEDUCTBLE       S         X       RETENTION \$         WORKERS COMPENSATION AND EMPLOYERS' LABLITY       Z064779004         OT/01/2006       O7/01/2007         X       WC_STATL EL         MORKERS COMPENSATION AND EMPLOYERS' LABLITY         AMPOPATION PROPRETOR PARTNER/SECUTIVE OFFICEM         Intermediation         OTHER         Professional         Liability Policy         BCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS         Ten       (10) days notice of cancellation in the Event of Non-payment of premium**         For All Contracted Projects with Palm Beach County.         Im Beach County Board of County Commissioners, a political subdivision of the State of Florid s officers, employees and agents are additional insureds for General liability only.         Includes prior acts coverage to effective date of the contract."         ERTIFICATE HOLDER         Palm Beach County Board of County Commissioners Engineering & Public Works	000,00
X       RETENTION       \$         WORKERS COMPENSATION AND EMPLOYERS LABILITY       Z064779004       07/01/2006       07/01/2007       X       WCSTATL WCSTATL ELLEACH ACCDENT       \$         WORKERS COMPENSATION AND EMPLOYERS LABILITY       Z064779004       07/01/2006       07/01/2007       X       WCSTATL WCSTATL ELLEACH ACCDENT       \$         WORKERS COMPENSATION AND EMPLOYERS LABILITY       Z064779004       07/01/2006       07/01/2007       X       WCSTATL ELLEACH ACCDENT       \$         WY PROFEDOR/ARINER/PJECUTIVE OFFICERMEMENT SPECIAL PROVISIONS below       ELL DISEASE - EAEMPLOYEE       \$       ELLEACH ACCDENT       \$         OTHER Professional Liability Policy       EON G21641650       004       07/01/2006       07/01/2007       Limit of Liability:       \$1, Retention:       \$25,00         SCRIPTION OF OPERATIONS / UCCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Retro Date:       1/7/19         SCRIPTION OF OPERATIONS / UCCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Retro Date:       1/7/19         SCRIPTION OF OPERATIONS / UCCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Retro Date:       1/7/19         SCRIPTION OF OPERATIONS / UCCATIONS / VEHICLES / EXCLUSIONS ADDED CONTY COMMISSIONES / UCCATIONS / UCCATIONS / UCCATIONS / UCCATIONS / UCCATION CONTY       Im Beach       County / UCCATION CONTY <td></td>	
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Image: describe undar       Image: describe undar       Image: describe undar         SPECIAL PROVISIONS below       OTHER       EL. DISEASE - POLICY LIMT       Image: describe undar         Professional       EON G21641650 004       07/01/2006       07/01/2007       Limit of Liability: \$1, Retention: \$25,00         Intermediation       ECON G21641650 004       07/01/2006       07/01/2007       Limit of Liability: \$1, Retention: \$25,00         SCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT /SPECIAL PROVISIONS       Retero Date: 1/7/1         SCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT /SPECIAL PROVISIONS       Retero Date: 1/7/1         SCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT /SPECIAL PROVISIONS       Retero Date: 1/7/1         SCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT /SPECIAL PROVISIONS       Retero Date: 1/7/1         SCRIPTION OF OPERATIONS /LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Retero Date: 1/7/1         In Cludes projects with Palm Beach County       Second of County Commissioners, a political subdivision of the State of Florid         STIFICATE HOLDER       CANCELLATION       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE         Palm Beach County       Should ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE       SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE	500,00
OTHER       EON G21641650 004       07/01/2006       07/01/2007       Limit of Liability: \$1, Retention: \$25,00 Retro Date: 1/7/19         Iscription of operations/locations/vehicles/exclusions added by endorsement/special provisions       Retention: \$25,00 Retro Date: 1/7/19         SCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS       Retention: \$25,00 Retro Date: 1/7/19         SCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS       Retention: \$25,00 Retro Date: 1/7/19         SCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS       Retention: \$25,00 Retro Date: 1/7/19         SCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS       Retention: \$25,00 Retro Date: 1/7/19         Im Beach County Board of County Commissioners, a political subdivision of the State of Florid s officers, employees and agents are additional insureds for General liability only.       Insureds for General liability only.         Includes prior acts coverage to effective date of the contract."       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 LEF BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY	500,00
Professional       Liability Policy       Retention: \$25,00         ESCREPTION OF OPERATIONS /LOCATIONS /VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Retention: \$25,00         ESCREPTION OF OPERATIONS /LOCATIONS /VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Retention: \$25,00         ESCREPTION OF OPERATIONS /LOCATIONS /VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Retention: \$25,00         ESCREPTION OF OPERATIONS /LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Retention: \$25,00         Retro Date: 1/7/19       Retention: \$25,00         Retro Date: 1/7/19       Retention: \$25,00         Retro Date: 1/7/19       Retro Date: 1/7/19         ESCREPTION OF OPERATIONS /LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Retention: \$25,00         Retro Date: 1/7/19       Retro Date: 1/7/19         Im Beach County Board of County Commissioners, a political subdivision of the State of Florid       sofficers, employees and agents are additional insureds for General liability only.         Includes prior acts coverage to effective date of the contract."       Should ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE         ERTIFICATE HOLDER       Should ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE       EXPIRATION DATE THEREOF, THE ISSUING INSURAR WILL ENDEAVOR TO MAIL         Board of County Commissioners       But FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO	500,00
Image: Scription of OPERATIONS / UCCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Retro Date: 1/7/19         Image: Scription of OPERATIONS / UCCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS       Ten (10) days notice of cancellation in the Event of Non-payment of premium**         : For All Contracted Projects with Palm Beach County.       Im Beach County Board of County Commissioners, a political subdivision of the State of Florid s officers, employees and agents are additional insureds for General liability only.         Includes prior acts coverage to effective date of the contract."       CANCELLATION         ERTIFICATE HOLDER       CANCELLATION         Palm Beach County       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 LEF BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY	
SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS         Ten (10) days notice of cancellation in the Event of Non-payment of premium**         : For All Contracted Projects with Palm Beach County.         Im Beach County Board of County Commissioners, a political subdivision of the State of Florid s officers, employees and agents are additional insureds for General liability only.         Includes prior acts coverage to effective date of the contract."         ERTIFICATE HOLDER         Palm Beach County Commissioners Engineering & Public Works	
: For All Contracted Projects with Palm Beach County. Im Beach County Board of County Commissioners, a political subdivision of the State of Florid s officers, employees and agents are additional insureds for General liability only. Includes prior acts coverage to effective date of the contract." ERTIFICATE HOLDER Palm Beach County Board of County Commissioners Engineering & Public Works	
: For All Contracted Projects with Palm Beach County. Im Beach County Board of County Commissioners, a political subdivision of the State of Florid s officers, employees and agents are additional insureds for General liability only. Includes prior acts coverage to effective date of the contract." ERTIFICATE HOLDER Palm Beach County Board of County Commissioners Engineering & Public Works	
Im Beach County Board of County Commissioners, a political subdivision of the State of Florid s officers, employees and agents are additional insureds for General liability only. Includes prior acts coverage to effective date of the contract." <u>RTIFICATE HOLDER</u> Palm Beach County Board of County Commissioners Engineering & Public Works	
s officers, employees and agents are additional insureds for General liability only. ncludes prior acts coverage to effective date of the contract." <u>ERTIFICATE HOLDER</u> Palm Beach County Board of County Commissioners Engineering & Public Works	а,
Palm Beach County       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 LEF BUT Failure to Mail Such Notice Shall impose No obligation or Liability	
CANCELLATION         Palm Beach County       Should any of the above described Policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to Mail         Board of County Commissioners       30       Days written notice to the certificate holder named to the Lef but failure to mail such notice shall impose no obligation or Liability	•
Palm Beach County Board of County Commissioners Engineering & Public Works Board Structure to Mail Such Notice State Holder NAMED TO THE LEF	
Palm Beach County Board of County Commissioners Engineering & Public Works Board of County Commissioners Engineering & Public Works	
Paim Beach County	
Engineering & Public Works But Failure to Mail such Notice shall impose no obligation or Liability	r
	3
2300 North Jog Road       OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.         West Palm Beach, FL 33411-2745       AUTHORIZED REPRESENTATIVE	
Rose McEwen, CIC/SAYERJ Have Chan Millione	2
CORD 25 (2001/08) FAX: (561)684-4166 @ACORD CORPORA	TION 198

1.1181

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

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 ab SBL of MAUNE, address Letter of Intent. 10 "Patin Beach Gounty"	
CONTACT PERSON & TITLE: Mr. Michael Melendez, P.E.,	
FROM: TTERRA, INC.	
SUB-CONSULTANT (Fille) SBE (Fille)	
2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411 (ADDRESS)	
<u>561 687 8536</u> (TELEPHONE No.) (FAX No.)	
CONTACT PERSON:	
TITLE: Vice President EMAIL: Raj@tierraeng.com	• •
The undersigned intend to perform work in connection with the above project as (check one): an individualXa corporationa partnershipa joint venture	
3. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : X YES NO If YES, Check all that apply:	
* MBE:BL X_HWBEO(Other)	·
* SBE :BLHWBEO(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 c particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:	letai
1. Activity Provided: <u>Geotechnical Services</u>	
2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : <u>1.76</u> %	
The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon executed agreement with Palm Beach County.	an
Project: <u>60<sup>TH</sup> STREET NORTH</u>	120
Project No.: 2004132	
TIERRA, INC. NAME OF SUB-CONSULTANT FIRM PRIME IT SEGREM WIDD	
<u>Rai Krishnasamy, P.E., Vice President</u> (PRINT - NAME & AITLE OF AUTHORIZED REPRESENTATIVE)	

Ś

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

Rev.Dec03 \\Swpb2\data\Tierra Documents\Proposals'

BY:

1 M Canal\LOI.doc

<u>May 8, 2007</u> (DATE)

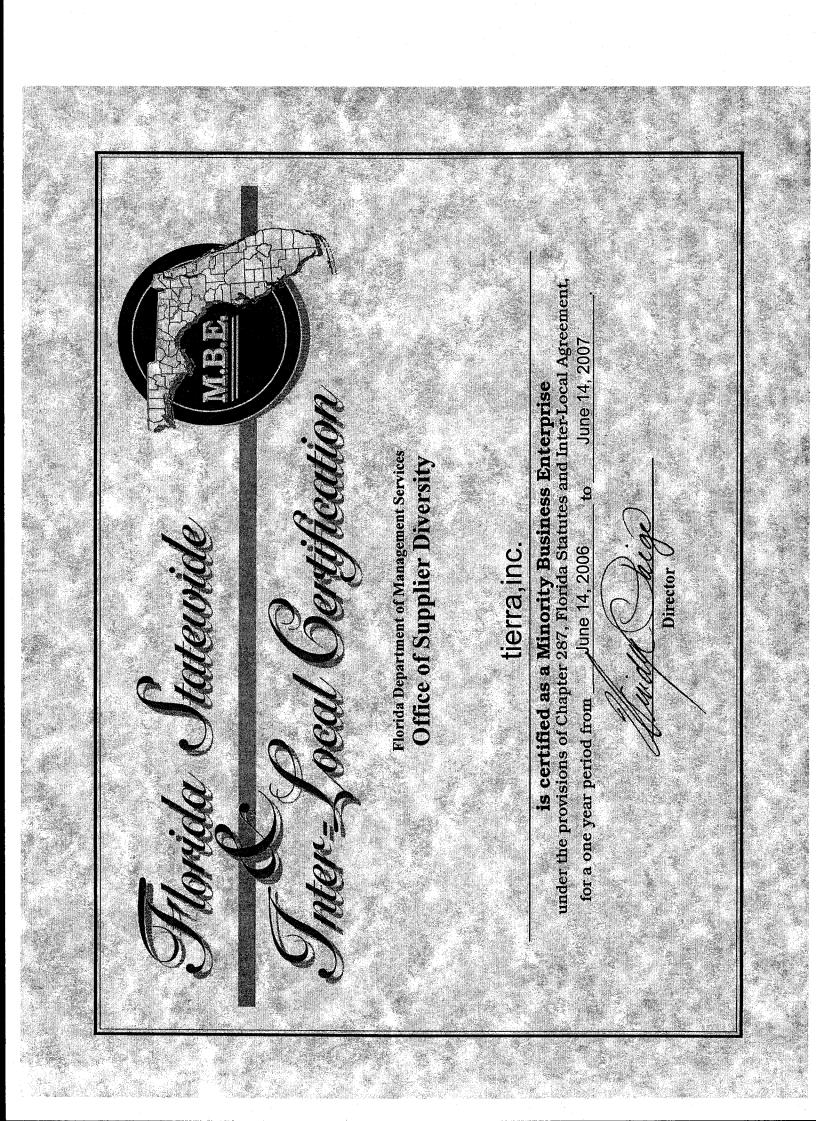




EXHIBIT "D"

Keshavarz & Associates, Inc. Consulting Engineers - Surveyors

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

May 11<sup>th</sup>, 2007

PBC Project No. 2004132

Project No. 03-786

Attention: Mr. Michael Marquis

Reference: 60<sup>th</sup> 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

711 N. Dixie Highway, Suite 201 • West Palm Beach, FL 33401 • 561 689-8600 • Fax 561 689-7476 • www.keshavarz.com

## TASK TO ANNUAL AGREEMENT

## **BETWEEN PALM BEACH COUNTY**

## AND

## **BRIDGE DESIGN ASSOCIATES, INC.,**

## FOR PROFESSIONAL ENGINEERING SERVICES REQUIRED for

## 60<sup>TH</sup> 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 (R-2006-2579), 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 60<sup>th</sup> Street North Bridge over the M-Canal, Palm Beach County, Florida (hereinafter called the **PROJECT**); and

PAGE 1 OF 3

Attachment 3

## **RE: 60<sup>TH</sup> 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: 60<sup>TH</sup> 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

ATTEST: Sharon R. Bock, Clerk & Comptroller

BY:

Deputy Clerk

SEAL

APPROVED AS TO TERMS & **CONDITIONS:** 

Thanks Rich By: Engineer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:

**County Attorney** 

#### PAGE 3 OF 3

FEFNEL SERVICEH STATASK BDA PACKACH dog

## **CONSULTANT:**

Bridge Design Associates, Inc. a Florida Corporation

BY:

Brian C. Rheault, P.E. **Its President** 

SEAL

WITNESS:

KIM DROGGOS By:

(Signature)

TIM SHERWOOD By:\_ (Printed Name) (Signature)



EXHIBIT "A"

BRIAN C. RHEAULT, P.E. President

February 26, 2007

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

ATTENTION: Charlie Rich, P.E.

REGARDING: 60<sup>th</sup> 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.

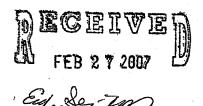
If you have any questions, please give me a call.

Respectfully,

BRIDGE DESIGN ASSOCIATES, INC.

Brian C. Rheault, P.E. President

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



2035 Vista Parkway, Suite 200 • West Palm Beach, Florida 33411 (561) 686-3660 • Fax: (561) 686-3664

#### 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	LABOR COST BY
		\$130.50	\$110.20	\$89.90	\$62.35	ACTIVITY	ACTIVITY
	1	COORDINA				ll <del>a se se se s</del> e d	L
Meeting w/surveyor roadway to	1	GOORDINA				l	
review project current site conditions	N/A	4.0				4.0	\$522.00
	N/A	4.0				4.0	\$522.00
Permit Meetings / SFWMD / DEP	N/A	4.0	· · · · ·	<u> </u>		4.0	\$522.00
Subtotal Coordination	NV/A	12.0	0.0	0.0	0.0	12.0	\$1,566.00
	·	DESIG		0.0	0.0		<i><b>ψ</b>1,000,00</i>
General Notes / Construction Notes	N/A	2.0	4.0			6.0	\$701.80
Review soils data analysis for pile capacities	1.1.1.					0.0	
(end & interior bents)	N/A	4.0	24.0			28.0	\$3,166.80
Design Sheet pile wall system for end bent	N/A	<u> </u>	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	<u> </u>		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
Subtotal Design		18.0	174.0	0.0	0.0	192.0	\$21,523.80
	P	LANS PREPA	RATION				
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	1		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 Date 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 structure	es						
bar bending diagrams / bill of reinforcing &					l .		
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

Page 1 of 3

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## 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	LABOR COST BY
		\$130.50	\$110.20	\$89.90	\$62.35	ACTIVITY	ACTIVITY
	PLANS I	PREPARATIO	N CONTINUE	Ð			
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 & reailing							а <sup>с</sup> -
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,	B20-						
810, 820-1, 820-2)	B28			18.0		18.0	\$1,618.20
Subtotal Plans Preparation		0.0	0.0	240.0	0.0	240.0	\$21,576.00
	QUA	NTITIES & E	STIMATES				
Quantities & Estimates	N/A	2.0	4.0		24.0	30.0	\$2,198.20
Subtotal Quantities & Estimates		2.0	4.0	0.0	24.0	30.0	\$2,198.20
		PERMITT	NG				
Permit Application & Responses	NA	4.0	4.0	8.0		16.0	\$1,682.00
Subtotal Permitting		4.0	4.0	8.0	0.0	16.0	\$1,682.00
				· · · · · · · · · · · · · · · · · · ·			<u> </u>
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

Page 2 of 3

#### 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	LABOR COST BY
	\$130.50	\$110.20	\$89,90	\$62.35	ACTIVITY	ACTIVITY
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	<b>\$</b> 22,295.20	\$1,496.40		\$48,546.00

60th over M-Canal

, **,** 

ENGINEERING FEES

\$48,546.00

## RE: 60<sup>TH</sup> 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.

2 5/4/0

Brian C. Rheault, P.E., President

## EXHIBIT "C"

## PARTICIPATION FOR SBE/M/WBE CONSULTANTS

PI	ROJECT NAME: <u>60th Street North</u>	Bridge over the 'M' Canal	PROJECT NUMBER: 2004132				
N.	AME OF PRIME CONSULTANT:	Bridge Design Associates, Inc.					
C	ONTACT PERSON: <u>Brian C. Rhe</u>	ault, P.E., President			• •	PHONE NUME	BER: <u>(561) 686-3660</u>
A	GREEMENT DATE: <u>12/21/04 (R-200</u>	04-2557)/Renewal dated 12/5/06 (R	<u>R-2006-2579)</u>	DE	PARTMENT: <u>Engi</u>	neering Dept./ E	ngineering Services
**	******	******	******	******	******	*****	*****
	ame, Address d Telephone Number	Type and Description of Work to			Contract Amo	unt	
	Minority Consultant	be Performed	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.			\$	\$	\$	\$	\$
PR	IME CONSULTANT TO COMPLET	TOTAL TE:	\$ <u>48,546.00</u>	\$		\$	\$

TOTAL % SBE/M/WBE PARTICIPATION: 100 %

F:\ENG\_SER\2004132 60TH ST\TASK BDA SBE.doc

TASK AMOUNT: <u>\$ 48,546.00</u>

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

то:	Palm Be	ach County		· · · · · · · · · · · · · · · · · · ·
		(NAME OF PRIME	CONSULTANT)	
	2300 N.	Jog Road, West Palm Beach	, Florida 33411	
		(ADD)	RESS)	
Note:	If Prime is an SBE or	M/WBE, address <u>Letter o</u>	<u>f Intent</u> to "Palm Beach Coun	ty."
CONTA	CT PERSON & TITI	 _E:		- 
FROM:		Bridge Design Associates SUB-CONSULTANT (Prime	, Inc. if SBE or M/WBE)	
	2035 Vista Park	way, Suite 200, West Palm		
	561-686-3660	(ADDRESS)		
		NE No.)	<u>561-686-</u> (FAX No.)	
CONTA	CT PERSON:	Brian C. Rheault, P.E.,		
			• · · · · · · · · · · · · · · · · · · ·	
TITLE:	President	EMAIL: _	bridgebbo	l@aol.com
			ection with the above proj	
	an individual	Xa corporation	a partnership	a joint venture
B. PALM BEAG	H COUNTY CERTIFI	FD SRF OD MAVRE * •	YESNO	If VES Check all that apply
		HWBE		IT TES, CHECK all mat appry:
		HWBE ALM BEACH COUNTY SBE OR M	O(Other) X W	hite Male
			bed work in connection with e sub-consultant) or Prime if	the project (specify in detail,
particular work	items of parts there	of to be performed by the	e sud-consultant) or prime in	SBE OF MI/WBE:
1. Activity	Provided: ?	Structural Engine	ering Services	
		Subolular Engline	oring bervices	
2. ** SUB-0			i" FOR THIS PROJECT : % of Total Project , NOT 100%.	_100%
		mal agreement for the desc h County.	ribed work with the above-nam	ed prime consultant upon an
** Prime's info	rmation if an SBE or M/W	BE.		
			na je na j Na je na j	
Droiset	coth of the state			
Project:		orth Bridge over the RIDGE DESIGN ASSOC		ct No.: <u>2004132</u>
			TRM (PRIME If SBE or M/W)	BE)
		Brian C. Rheault, P.E.,		
		(PUNT - NAME & TIT	LE OF AUTHORIZED REPRI	SSENTATIVE)
	BY:	12mc		5/4/07
	(SIC	SNATURE OF AUTHORIZ	ZED REPRESENTATIVE)	(DATE)

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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

> 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

"An Equal Opportunity Affirmative Action Employer

A. . . . . .

August 20, 2004

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

Vendor Code: BRID0003

SERVICES: Consulting Engineers

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

Attention: Brian Rheault

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.

Sincere Fite Willelm

Patricia Wilhelm, Certification Specialist

Δ		FICATE OF LIAI				DATE (MM/DD/YY) 11/14/06
PRODU		INCATE OF EIA			JED AS A MATTER OF	
Suno	coast insurance Associates Box 22668		ONLY AN HOLDER.	ID CONFERS NO THIS CERTIFIC	ATE DOES NOT AME	E CERTIFICATE
	pa, FL 33622-2668		ALIER II			
8132	289-5200	•	-	INSURERS	AFFORDING COVERAG	Е
NSUR			INSURER A: FI	delity & Guarant	y Ins. Underwr.	
	Bridge Design Asso 2035 Vista Parkway,	•		nited States Fide		
	West Palm Beach, F			. Paul Fire & Ma		
	West I aiti Deach, I	2 33411	INSURER D: U.	S. Specialty Ins	c. Co.	
201/			INSURER E:			
THE	POLICIES OF INSURANCE LISTED	BELOW HAVE BEEN ISSUED TO THE	INSURED NAMED	ABOVE FOR THE P	OLICY PERIOD INDICATED.	NOTWITHSTANDING
POLI	PERTAIN. THE INSURANCE AFF	IDITION OF ANY CONTRACT OR OTHE ORDED BY THE POLICIES DESCRIBED MAY HAVE BEEN REDUCED BY PAID CL	HEREIN IS SUBJE	H RESPECT TO WI	HICH THIS CERTIFICATE N ERMS, EXCLUSIONS AND C	MAY BE ISSUED OF ONDITIONS OF SUCI
ISR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	S
A _ (	SENERAL LIABILITY	BK01371117	05/25/06	05/25/07	EACH OCCURRENCE	\$1,000,000
2					FIRE DAMAGE (Any one fire)	\$300,000
				<pre> </pre>	MED EXP (Any one person)	\$10,000
⊢					PERSONAL & ADV INJURY	\$1,000,000
$\vdash$					GENERAL AGGREGATE	\$2,000,000
G	POLICY PRO- POLICY LOC				PRODUCTS -COMP/OP AGG	\$2,000,000
3 4		BA01737388	05/25/06	05/25/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
ŕ	ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
·  >	HIRED AUTOS				BODILY INJURY (Per accident)	S
					PROPERTY DAMAGE (Per accident)	\$
G	ARAGE LIABILITY	· · · · · · · · · · · · · · · · · · ·			AUTO ONLY - EA ACCIDENT	s
	ANY AUTO	•			OTHER THAN EA ACC	\$
A E		BK01371117	05/25/06	05/25/07	AGG AGG	s s3,000,000
			03/25/00	00/20/01	AGGREGATE	\$3,000,000
			· ·			s
	DEDUCTIBLE	· · · ·	1977			\$
	RETENTION \$					5
	ORKERS COMPENSATION AND MPLOYERS' LIABILITY	BW02178655	05/25/06	05/25/07	X WC STATU- TORY LIMITS ER	
-			•		E.L. EACH ACCIDENT	\$100,000
•					E.L. DISEASE - EA EMPLOYEE	
5 0	THER Professional	118064495500	4.4.10710.0		E.L. DISEASE - POLICY LIMIT	
-	ability	US061185502	11/27/06	11/27/07	\$1,000,000 per clain \$1,000,000 annl agg	
ESCRI	PTION OF OPERATIONS/ OCATIONS/	HICLES/EXCLUSIONS ADDED BY ENDORSEM			L	· · · · · · · · · · · · · · · · · · ·
rofe	ssional liability is written o	n a claims made and reported b	asis.	JNS	•	
E: F	OR ALL PROJECTS WITH I	PALM BEACH COUNTY				
	active date for Professiona				•	
		unty Commissioners, a Politica	Subdivision			
See	Attached Descriptions)	· · ·	•			
ERT	FICATE HOLDER ADD	TIONAL INSURED; INSURER LETTER:	CANCELLAT	ION	· · · · · · · · · · · · · · · · · · ·	····
	· ·	- · ·			D POLICIES BE CANCELLED BI	FORE THE EXPIRATIO
	Palm Beach County	Board of		•	R WILL ENDEAVOR TO MAIL	
	County Commission			•	NAMED TO THE LEFT, BUT FAI	
	160 Australian Avenu				OF ANY KIND UPON THE INS	
	West Palm Beach, FL	33406	REPRESENTATIV		•	· · · · · · · · · · · · · · · · · · ·
			AUTHORIZED REI	PRESENTATIVE		•
	1				-	

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

DESCRIPTIONS (Continued from Page

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Page <u>1</u> of <u>1</u>

## BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET<u>Transfer</u>

FUND Unincorporated Improvement

BGEX042507-1593

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/25/07	REMAINING BALANCE	
<u>60<sup>TH</sup> STREET N/200<sup>TH</sup> TRA</u> 3511-365-S185-6505 Desig		1,000	0	241,055	0	241,055	0	241,055	
<u>RESERVES</u> 3511-365-9900-9919 Res-S	St & Drng Improve	5,978,576	7,320,543	0	241,055	7,079,488			
				241,055	241,055				
		SIGNATURE	SIGNATURE		DATE		By Board of County Commissioners At Meeting of <u>06/19/07</u>		
Engineering & Public V	Vorks	R.D	Wond	5 -	707				
Administration / Budge	t Approval	• • •	· 		<u>,,                                 </u>			n aya ka	
OFMB Department – Posted				<u> </u>			v Clerk to the of County Commiss	ioners	

2007