

4C-2

PALM BEACH
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 24, 2007 { } Consent {X} 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 crossing 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 crossing 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. This project is a Municipal Service Taxing Unit (MSTU) Street Improvement Project, and the benefiting property owners to the west of the Project will be assessed 50% of the project design and future construction costs, currently estimated at \$1.84 million dollars.

District: 6. **M.S.T.U. District:** E. (PK)

Background and Justification: In 1991, the Board of County Commissioners (Board) gave conceptual approval of a work program to construct an 8.5 mile loop comprised of the following roads:

60th Street North – 200th Trail North to Seminole Pratt Whitney Road
200th Trail North – Sycamore Lane to 60th Street North
Sycamore Lane – 200th Trail North to Seminole Pratt Whitney Road

This project is to provide a crossing 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 (City). The cost of the M-Canal crossing is in part being funded by the City through a Joint Project Participation Agreement approved by the Board on November 21, 2006 (R-2006-2383). *Continued on page 3*

Attachments:

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

Recommended by:

Division Director

Date

Approved by:

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

	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	\$ 27,298.00
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	\$185,553.00	\$ 55,502.00	\$241,055.00

C. Departmental Fiscal Review: _____ *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 5/29/07
OFMB
5/24/07 *[Signature]* 5/22/07

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

B. Approved as to Form and Legal Sufficiency:

[Signature] 6/1/07
Assistant County Attorney

This item complies with current
County policies.

C. Other Department Review:

Department Director

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

Background and Justification: *Continued*

The project also involves the alignment and addresses the intersection of the five roads at the very western end of the proposed M Canal crossing.

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 canal and roadway work. They will develop both a bridge and culvert design for the M-Canal crossing, each of which will bid for construction as alternates to the project.

At the June 19, 2007 and the July 10, 2007 Board of County Commissioners meetings, concern was raised regarding the type of canal crossing to be constructed and the need for a new crossing. The City of West Palm Beach, Palm Beach County, South Florida Water Management District and the Indian Trail Improvement District now agree that alternate designs will be considered as part of the engineering design contract. This approach in concept was detailed as part of a July 12 meeting as stated in the attached memorandum.

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.

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.

**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: Joan Sopczak
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	Senior Surveyor &
	Party \$/hr	Mapper \$/hr
	\$135.00	\$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

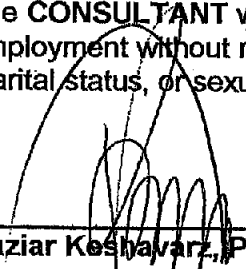
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bona fide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, 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: Keshavarz & Associates, Inc.

PHONE NUMBER: (561) 689-8600

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

AGREEMENT DATE: April 10, 2007 (R-2007-0460)

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

Keshavarz & Associates, Inc. 1. 711 N. Dixie Highway, Suite 201 West Palm Beach, FL 33401 Phone: 561-689-8600	Engineering, Surveying	\$ _____	\$ _____	\$ _____	\$ 126,961.00	\$ _____
<hr/>						
Tierra, Inc. 2. 2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411 Phone: 561-687-8536	Geotechnical Services	\$ _____	\$ _____	\$ 2,250.00	\$ _____	\$ _____
<hr/>						
3.		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<hr/>						
4.		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<hr/>						
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 XX a corporation a partnership a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR MWBE *: X YES NO If YES, Check all that apply:

* MBE: BL H WBE O(Other)

* SBE: BL H WBE X 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: 98.3%

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

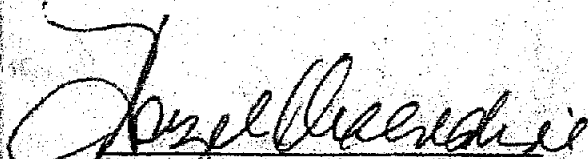
Jess R. Santamaria

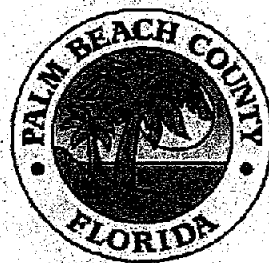
County Administrator

Robert Weisman

Deputy County Administrator

Verdenia C. Baker


Hazel Oxendine, Director



State of Florida

Board of Professional Engineers

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~~

~~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

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# L050317C

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 FAX (561)278-2391 Weekes & Callaway, Inc. 777 East Atlantic Ave. Ste 300 Delray Beach, FL 33483 Rose McEwen, CIC		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Keshavarz & Associates, Inc. 711 North Dixie Highway Suite #201 West Palm Beach, FL 33401		INSURERS AFFORDING COVERAGE 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 INSR	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 - COM/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 STATL TORY LIMITS <input type="checkbox"/> OTHER		
					EL EACH ACCIDENT	\$	500,000
					EL DISEASE - EA EMPLOYEE	\$	500,000
					EL 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 30 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

Rose McEwen

**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 ~~(PRINT NAME)~~

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: 1.7 %

~~NOTE: THE PARTIAL PARTICIPATION OF THE SUB-CONSULTANT SHALL BE LIMITED TO THE FOLLOWING:~~

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 Information is an SBE or M/WBE~~

Project: 60TH STREET NORTH

Project No.: 2004132

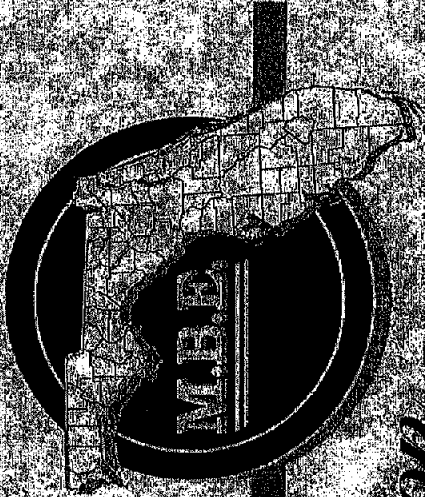
TIERRA, INC.
NAME OF SUB-CONSULTANT FIRM ~~(PRINT NAME)~~

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

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:

Bridge Design Associates, Inc.
a Florida Corporation

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

SEAL

WITNESS:

By: KIM DROGGOS
(Printed Name)
Kim Droggos
(Signature)

By: TIM SHERWOOD
(Printed Name)
T. Sherwood
(Signature)

BRIDGE DESIGN ASSOCIATES, INC.



BRIAN C. RHEAULT, 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.

Brian C. Rheault, P.E.
President

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

RECEIVED
FEB 27 2007

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
Subtotal Coordination		12.0	0.0	0.0	0.0	12.0	\$1,586.00
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
Subtotal Design		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	\$1,076.80
Bridge Cross section existing & proposed	B2			6.0		6.0	\$539.40
General Notes / Design Criteria / Constr. Notes	B3			6.0		6.0	\$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.

80th 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		
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 & realling 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
Subtotal Plans Preparation		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
Subtotal Quantities & Estimates		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
Subtotal Permitting		4.0	4.0	8.0	0.0	16.0	\$1,682.00
TOTAL MANHOURS		36.0	162.0	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

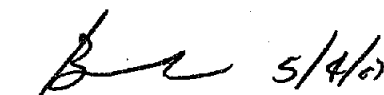
By entering into this Agreement, the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bona fide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, 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 X 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) X 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
Deby Mastford, Vice Chairman

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

County Administrator

Robert Welsman

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.
INSURED Bridge Design Associates, Inc. 2035 Vista Parkway, Suite 200 West Palm Beach, FL 33411		
		INSURERS AFFORDING COVERAGE
		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"/> PROJECT <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				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
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	BW02178655	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	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Palm Beach County Board of County Commissioners 160 Australian Avenue West Palm Beach, FL 33406		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.

MEMORANDUM

DATE: July 12, 2007

TO: Project File 2004132

SUBJECT: 60th. Street North crossing of the M Canal

A meeting was held today to discuss the parameters of the above project. Those in attendance were:

Mike Erickson	Indian Trail Improvement District
Mike Voich	South Florida Water Management District
Ken Todd	Palm Beach County
Jay Foy	Indian Trail Improvement District
Omelio Fernandez	Palm Beach County
Charles Rich	Palm Beach County

The discussion centered on what the future flow capacity of the M-Canal might be. It was resolved that for this project a maximum of 450 cfs should be utilized. Based on the above decision the requirement can be incorporated as one of the design parameters of the canal crossing.

The County intends to bid the project with a minimum of two alternatives, with one being a culvert crossing and another a bridge crossing. It was agreed that the individuals listed above would meet after the construction bid has been opened to discuss the contractor's bids and recommend to the Board of County Commissioners which type crossing should be constructed.

2007 _____

Page 1 of 1

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	<u>0</u>	<u>241,055</u>	7,079,488		
				241,055	241,055			

SIGNATURE

DATE

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

Engineering & Public Works

R. D. Ward5/2/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners