

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

I. EXECUTIVE BRIEF

1. Location Map
2. Supplement No. 2 Agreement (3)
3. Budget Transfer

F:\ENG_SER\2006137-Cinquez Park E\SUPP 2 KAI AIS.doc

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2008 | 2009 | 2010 | 2011 | 2012 |
|-------------------------|-----------|------|------|------|------|
| Capital Expenditures | \$ 39,721 | -0- | -0- | -0- | -0- |
| Operating Costs | -0- | -0- | -0- | -0- | -0- |
| External Revenues | -0- | -0- | -0- | -0- | -0- |
| Program Income (County) | -0- | -0- | -0- | -0- | -0- |
| In-Kind Match (County) | -0- | -0- | -0- | -0- | -0- |
| NET FISCAL IMPACT | \$39,721 | -0- | -0- | -0- | -0- |

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
Budget Acct No.: Fund__ Dept__ Unit__ Object__
Program

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

MSTU District A Fund
Reserves
Cinquez Park Area Improvements

| | |
|---------------------------------|---------------|
| Supplement # 2 - Basic Services | \$38,221.00 |
| Staff Costs-Roadway | \$ 500.00 |
| -Eng Services | \$ 1,000.00 |
| Project Cost | \$39,721.00 |
| Funding Available | <\$ 4,057.00> |
| Fiscal Impact | \$35,664.00 |

C. Departmental Fiscal Review: R. D. Ward 11/31/08

III. REVIEW COMMENTS

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

Jim D. 2-25-08
OFMB SN 2/20/08 CM 2/13/08

Jim F. 2/26/08
Contract Dev. and Control
2/25/08

B. Approved as to Form and Legal Sufficiency:

Marlene K. 3/5/08
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.

2 of 3

Background and Justification: (Continued)

Pine Street ROW is used for drainage and utility purposes only. Additionally, the South Florida Water Management District (SFWMD) has included requirements resulting in significant changes to the drainage system. Supplement No. 2 provides engineering services to modify the plans in accordance with the permitting agencies' requirements. Services include engineering, surveying, permit documentation, and construction administration services. The Budget Transfer will fund the consultant services on the Project.

It is recommended that the Board of County Commissioners approve the attached Supplement No. 2 Agreement.

**SUPPLEMENT NO. 2
TO
TASK TO ANNUAL M.S.T. U. DISTRICTS A THROUGH E AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
KESHAVARZ & ASSOCIATES, INC.**

**FOR PROFESSIONAL ENGINEERING SERVICES REQUIRED
for
CINQUEZ PARK AREA
Paving, Drainage, Water, and Sewer Improvements**

**Cinquez Park Road East, Carver Avenue, Cornelia Avenue,
Tuscaloosa Street, Evangeline Avenue
MSTU DISTRICT 'A'**

PROJECT NO. 2006137

PALM BEACH COUNTY, FLORIDA

THIS SUPPLEMENT NO. 2 TO TASK TO ANNUAL AGREEMENT, made and entered into _____, 2008, by and between Palm Beach County, hereinafter called the **COUNTY**, and **Keshavarz & Associates, Inc.** a Florida Corporation with an address of 711 North Dixie Highway, Suite 201, West Palm Beach, FL 33401, Corporate Tax I.D. #65-0012481, hereinafter called the **CONSULTANT**.

WITNESSETH

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

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

RE: CINQUEZ PARK AREA - M.S.T.U. DISTRICT 'A'

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 \$38,221.00 for additional services to: prepare "Master Plan" of each component of improvements, perform evaluation/analysis/modeling to determine impact of simultaneous discharge by each portion of project, permitting through SFWMD, re-design to include relocation of easements, revisions in connection with drainage and water main portions of the project, topographic route surveying, field observation, and construction administration services, attached hereto as 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 (S/M/WBE) Participation as described in Exhibit "C" of the Agreement.
4. The **CONSULTANT** agrees to agrees to the Letter of Intent to perform as a Small, Minority, or Women Business, and/or a Sub-consultant as described in Exhibit "D" of the Agreement.
5. The **CONSULTANT** agrees to the Conflict of Interest Disclosure Form stating Engineer presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services, as described in Exhibit "E" of the Agreement.
6. The **COUNTY** agrees to pay the **CONSULTANT** a fee of Thirty Eight Thousand Two Hundred Twenty One Dollars.
7. The **CONSULTANT** agrees to indemnify, defend and hold harmless the **COUNTY** against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the **CONSULTANT**.

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

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

RE: CINQUEZ PARK AREA - M.S.T.U. DISTRICT 'A'

IN WITNESS WHEREOF, the parties hereto have made and executed this Supplemental 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
Circuit Court

BY: _____
Deputy Clerk

SEAL

APPROVED AS TO TERMS &
CONDITIONS:

By: Charles Rich
Engineer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

CONSULTANT:

Keshavarz & Associates, Inc.
a Florida Corporation

BY: _____
Maziar Keshavarz, P.E.
Its President

CORPORATE SEAL

WITNESS:

By: Joan Sopczak
(Printed Name)
Joan Sopczak
(Signature)

By: PAT LAWSON
(Printed Name)
Pat Lawson
(Signature)

[illegible]



Keshavarz & Associates, Inc.
Consulting Engineers - Surveyors

Palm Beach County Engineering & Public Works
Engineering Services Division
P. O. Box 21229
West Palm Beach, FL 33416

September 5th, 2007

K&A Project No. 05-031

Attention: Mr. Michael Marquis, P.E., Street Improvement Coordinator

Reference: Cinquez Park Area - Request for Additional Fees, PBC Project No. 2006137

Dear Mr. Marquis:

During the course of the design and approval process of this project, certain tasks have become necessary which fall outside our contracted scope. These tasks were as follows:

- 1 - Based on your request, we have prepared a "Master Plan" depicting each component of the subject project's improvements.
- 2 - Additionally, the subject project's design now calls for sharing of the existing control structure outfall pipe. This condition necessitates analysis of the entire Cinquez Park area comprising East and West portions to determine the impact of simultaneous discharge by both sides. The proposed approach will require inclusion of the West Cinquez into our South Florida Water Management District (SFWMD) permit since it originally was built without a SFWMD permit.
- 3 - We have also been asked on two separate occasions beyond the original locations to relocate easements between lots owned by various individuals due to the denial of easement donations by the property owners at those desired locations, and perform the subsequent re-design of plans as a result of same.

Our original scope of work did not include any of the above services. Therefore, we are requesting additional fees of \$27,386.00 in connection with the above referenced scope of work. A manhour summary for each task is included for your review.

Kindly give favorable consideration to this request. Should you have any questions or require additional information, please do not hesitate to call this office. Thank you for your time and cooperation.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

Maziar Keshavarz, P.E.
President

RECEIVED
JAN - 7 2008

Eug. S. M.

CC: Mr. Charles Rich, P.E.

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NOV 16 2007

Exp. Sec. MD

Keshavarz & Associates, Inc.
Consulting Engineers - Surveyors

Palm Beach County Engineering & Public Works
Engineering Services Division
P. O. Box 21229

November 13th, 2007

West Palm Beach, FL 33416

K&A Project No. 05-031

Attention: Mr. Michael Marquis, P.E., Street Improvement Coordinator

Reference: Cinquez Park Area - Request for Additional Fees, PBC Project No. 2006137

Dear Mr. Marquis:

Based upon your recent request, we have prepared this proposal in connection with the following services as requested from you by the Town of Jupiter. These services are as follows:

1. Revise existing and completed plans to delete the proposed water main connecting Cinquez Park Road east and west in drainage easement at the north end of the project;
2. Add water main plans for Cinquez Park Road west. 525' of water main, 325' on Cinquez Park Road west and 200' on Palmetto Street, including Plan & Profile;
3. Topographic Route Surveying services of entire 525' of proposed water main.
4. Field observation and construction administration services

Our original scope of work did not include any of the above services. Therefore, we are requesting additional fees of \$10,835.00 in connection with the above referenced scope of work. A manhour summary for each task is included for your review.

Kindly give favorable consideration to this request. Should you have any questions or require additional information, please do not hesitate to call this office. Thank you for your time and cooperation.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

Maziar Keshavarz
Maziar Keshavarz, P.E.
President

CC: Mr. Charles Rich, P.E.

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SCOPE OF WORK**EXHIBIT "A"**

KA No. 05-031

KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - Cinquez Park Area

Originally Prepared Sept 5th and Nov 13th, 2007

Revised January 18th, 2008

PBC No. 2006137

Yancy Avenue (350 LF) Roadway, Drainage and Water Main Extension Link Between Cinquez West to Cinquez East (315 LF),
Water Main Extension AND (525' WM) - 325' on Cinquez Park Road West and 200' on Palmetto Street

| ENGINEERING WORK ELEMENT | Project Manager \$/hr \$150.00 | Senior Engineer \$/hr \$135.00 | Senior Surveyor #/hr \$108.00 | Survey Crew \$135.00 | Project Engineer \$/hr \$107.00 | Engr Tech/ Designer \$/hr \$81.00 |
|--|---|---|--|---------------------------------|--|--|
| "Master Plan" preparation depicting each component of the subject project's improvements | 1 | 2 | 0 | 0 | 4 | 10 |
| Evaluation, analysis, modeling & plan revisions of entire Cinquez Park Area comprising East (subject of original contract) & West (done by others) portions to determine impact of simultaneous discharge by both sides. | 3 | 12 | 2 | 8 | 32 | 40 |
| Permitting through SFWMD to include West Cinquez into existing permit | 1 | 4 | 0 | 0 | 24 | 24 |
| Redesign of completed plans due to relocation of easements (twice) | 4 | 16 | 2 | 0 | 40 | 40 |
| Revise existing and completed plans to delete the proposed watermain connecting Cinquez Park Road east and west in drainage easement at north end | 0 | 1 | 0 | 0 | 2 | 8 |
| Add watermain for Cinquez Park Road west (525' WM - 325' on Cinquez Park Road west and 200' on Palmetto Street), including Plan & Profile (2 sheets) | 0 | 4 | 0 | 0 | 16 | 32 |
| Topographic Route Surveying Services for 525' of two effected roadway links | 0 | 0 | 4 | 16 | 0 | 0 |
| Field observation/Construction Administration Services | 1 | 4 | 0 | 0 | 16 | 0 |
| TOTAL Hours | 10 | 43 | 8 | 24 | 134 | 154 |
| FEE Estimate | \$1,500.00 | \$5,805.00 | \$864.00 | \$3,240.00 | \$14,338.00 | \$12,474.00 |
| TOTAL ENGINEERING | \$38,221.00 | | | | | |

EXHIBIT 'B'

RE: CINQUEZ PARK AREA IMPROVEMENTS – SUPPLEMENT 2

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 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, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION

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



Maziar Keshavarz, P.E. President



Date

EXHIBIT C
PARTICIPATION FOR M/WBE CONSULTANTS

PROJECT NAME: CINQUEZ PARK AREA – (EAST ROAD, CARVER, CORNELIA, TUSCALOOSA
AND EVANGELINE AVENUES) – M.S.T.U. DISTRICT "A" - SUPP. #2 PROJECT NUMBER: 2006137

NAME OF PRIME CONSULTANT: KESHAVARZ & ASSOCIATES, INC. TELEPHONE NUMBER: 561-689-8600

CONTACT PERSON: MAZIAR KESHAVARZ, P.E., PRESIDENT

AGREEMENT DATE: ANNUAL M.S.T.U. DISTRICTS A-E AGREEMENT DEPARTMENT: ENG. & PUBLIC WORKS/ENG. SERVICES
DATED FEBRUARY 3, 2004 (R-2004-0191)/RENEWAL DATED 2/28/06(R-2006-0302)

| Name, Address and Telephone Number of Minority Consultant | Services Provided | Contract Amount | | | | |
|---|----------------------------|-----------------|----------|----------|---------------------|----------|
| | | SBE | Black | Hispanic | Other | Women |
| 1. Keshavarz & Associates, Inc. 711 N. Dixie Highway, Suite 201 West Palm Beach, FL 33401 561-689-8600 | Engineering & Surveying | \$ _____ | \$ _____ | \$ _____ | <u>\$ 38,221.00</u> | \$ _____ |
| 2. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 3. | | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| TOTAL | | \$ _____ | \$ _____ | \$ _____ | <u>\$38,221.00</u> | \$ _____ |

SUPPLEMENT AMOUNT: \$ 38,221.00

TOTAL % M/WBE PARTICIPATION: 100 %

EXHIBIT "D"

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

TO: Palm Beach County
(NAME OF PRIME CONSULTANT)
P. O. Box 21226 West Palm Beach, FL 33416
(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, FL 33401
(ADDRESS)
561-689-8600 561-689-7476
(TELEPHONE No.) (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 X a corporation a partnership a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : X YES NO If YES, Check all that apply:
* MBE: BL H WBE X 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: Civil Engineering, Land Surveying and Permitting 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: Cinquez Park Area Paving, Drainage, Water and Sewer Improvements MSTU District 'A'

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] 1/18/08
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

Re: Cinquez Park East Area Improvements

EXHIBIT "E"

CONFLICT OF INTEREST DISCLOSURE FORM

ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

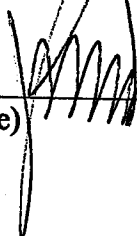
ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County.

ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ENGINEER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the ENGINEER.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of ENGINEER would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the ENGINEER shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Maziar Keshavarz, as President of Keshavarz & Associates, Inc. who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the ENGINEER/Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the ENGINEER/Consultant.

(Signature)



(Date)

1/18/08

| | | |
|--|--|---|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 07/10/2007 |
| PRODUCER: (561)278-0448 FAX (561)278-2391 Weekes & Callaway, Inc. 777 East Atlantic Ave. Ste 300 Delray Beach, FL 33483 Rose McEwen, C/C | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| INSURED: Keshavarz & Associates, Inc. 711 North Dixie Highway Suite #201 West Palm Beach, FL 33401 | | |
| INSURERS AFFORDING COVERAGE | | NAIC # |
| INSURER A: Maryland Casualty Company | | |
| INSURER B: Zenith Insurance Company | | 13269 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

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

| INSR ADDL LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|---------------------|--|---------------|------------------------------------|-------------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | 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 & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | |
| | 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 | PAS39690673 | 02/09/2007 | 02/09/2008 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| | DEDUCTIBLE | | | | \$ |
| | <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | 2064779005 | 07/01/2007 | 07/01/2008 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

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, C/C/EBITTE

Rose McEwen

Client#: 9878

KESHASS3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/23/08

PRODUCER

Suncoast Insurance Associates
P.O. Box 22668
Tampa, FL 33622-2668
813 289-5200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Keshavarz & Associates Inc
711 N Dixie Hwy #201
West Palm Beach, FL 33401

INSURER A: XL Specialty Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|---------------|----------------------------------|-----------------------------------|---|
| | GENERAL LIABILITY | | | | EACH OCCURRENCE \$ |
| | COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) \$ |
| | CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> | | | | MED EXP (Any one person) \$ |
| | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | GENERAL AGGREGATE \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ANY AUTO <input type="checkbox"/> | | | | BODILY INJURY (Per person) \$ |
| | ALL OWNED AUTOS <input type="checkbox"/> | | | | BODILY INJURY (Per accident) \$ |
| | SCHEDULED AUTOS <input type="checkbox"/> | | | | PROPERTY DAMAGE (Per accident) \$ |
| | HIRED AUTOS <input type="checkbox"/> | | | | |
| | NON-OWNED AUTOS <input type="checkbox"/> | | | | |
| | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | ANY AUTO <input type="checkbox"/> | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | | | | | \$ |
| | DEDUCTIBLE <input type="checkbox"/> | | | | \$ |
| | RETENTION \$ <input type="checkbox"/> | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| A | OTHER Professional Liability | DPR9608055 | 07/01/07 | 07/01/08 | \$1,000,000 per claim \$1,000,000 annl aggr. |

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

Professional Liability is claims made and reported.

RE: For all contracted projects with Palm Beach County. "Includes prior acts coverage to effective date of the contract". Ten (10) days notice of cancellation in the event of non-payment of premium. Professional

Liability retroactive dated 01/07/92.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Palm Beach County Board of
County Commissioners
Engineering & Public Works
2300 North Jog Road
West Palm Beach, FL 33411-2745

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



2008 _____

Page 1 of 1

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

FUND MSTU District A

BGEX 010808-2016

| ACCOUNT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF 01/28/08 | REMAINING BALANCE |
|---|---------------------------|--------------------|-------------------|----------|----------|--------------------|--|----------------------|
| <u>CINQUEZ PARK EAST AREA IMPROVEMENTS</u> | | | | | | | | |
| 3506-366-X092-6505 | Design/Eng/Mgmt-Cip Admin | 75,756 | 75,756 | 35,664 | 0 | 111,420 | 71,699 | 39,721 |
| <u>RESERVES</u> | | | | | | | | |
| 3506-365-9900-9919 | Res-St & Drng Improvement | 734,022 | 750,490 | 0 | 35,664 | 714,826 | | |
| | | | | 35,664 | 35,664 | | | |

Engineering & Public Works
Administration / Budget Approval
OFMB Department – Posted

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 03/11/08

R. D. Wang

1/28/08

Deputy Clerk to the
Board of County Commissioners