

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Department:
Submitted By: Engineering & Public Works Department
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

F:\ROADWAY\CCNA\2004\2004515\Project\Supp1\Master AIS for Supplements.doc

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$26,578</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>\$26,578</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:

Transportation Improvement Fund
Reserve for Plans & Alignment
Westgate Ave/Congress to Australian Ave

Supplement #1 - Basic Services	\$17,542.97
- Reimbursables	\$ 770.00
Authorization	<u>\$18,312.97</u>
Contingency	\$ 920.03
Staff Costs-Roadway	\$ 3,670.00
-ROW	\$ 920.00
-Eng Services	\$ 920.00
-Traffic	<u>\$ 1,835.00</u>
Fiscal Impact	<u>\$26,578.00</u>

C. Departmental Fiscal Review: _____

R. D. Ward 4/9/08

III. REVIEW COMMENTS

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

atwillhite 5.5.08
OFMB
SN 5/5/08 CN 4/28/08

Am. J. J. J. 5/6/08
Contract Dev. and Control
E. Jones 5/5/08

B. Approved as to Form and Legal Sufficiency:

This item complies with current County policies.

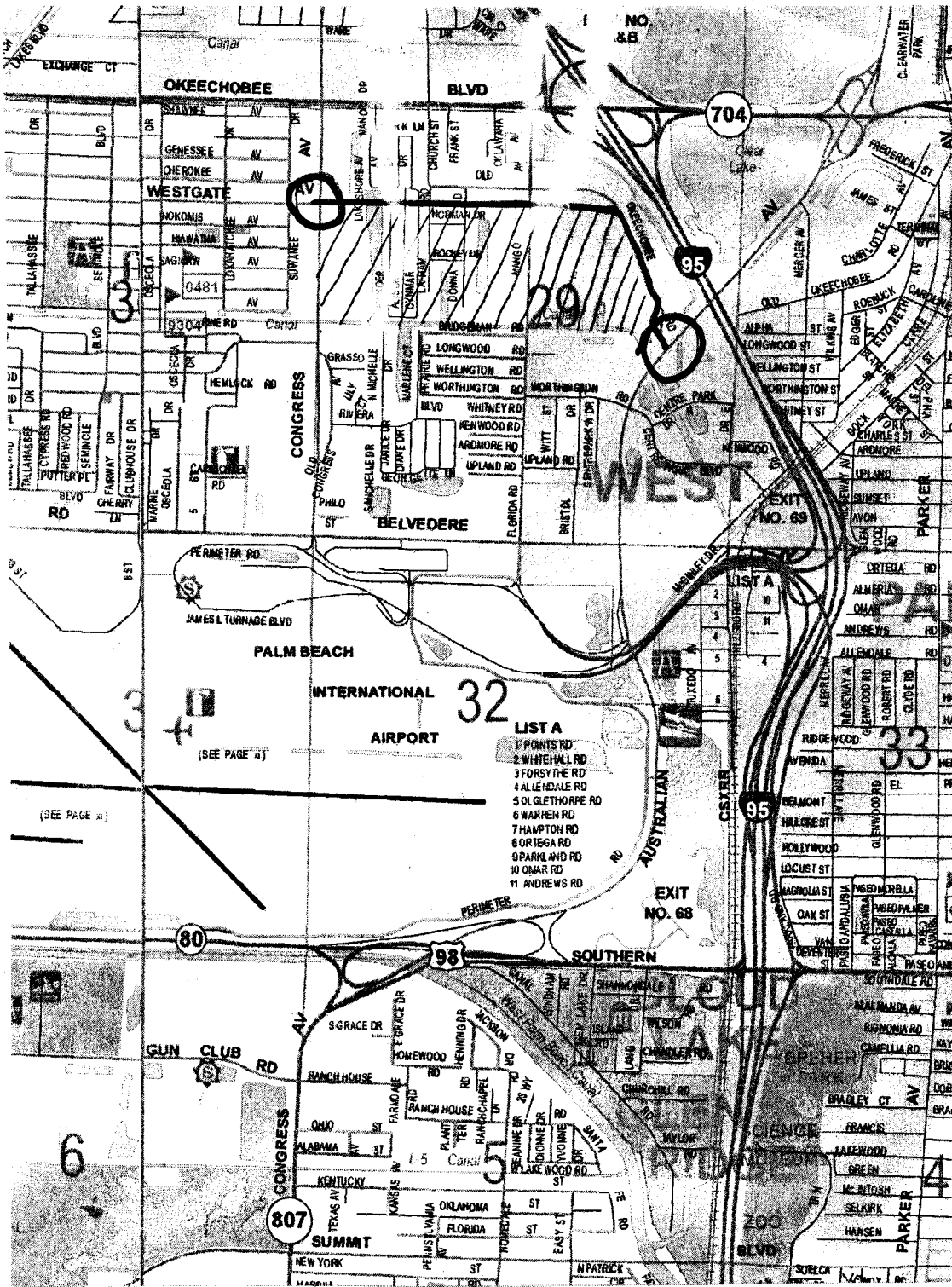
Paul F. S. 5/7/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

WESTGATE AVENUE
CONGRESS AVENUE AUSTRALIAN AVENUE
PALM BEACH COUNTY PROJECT NO. 2004515



LOCATION SKETCH

ATTACHMENT 2

**SUPPLEMENTAL AGREEMENT BETWEEN
PALM BEACH COUNTY
AND
BOWYER-SINGLETON & ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING SERVICES ON
WESTGATE AVENUE
CONGRESS AVENUE TO AUSTRALIAN AVENUE
PROJECT NO.: 2004515
PALM BEACH COUNTY, FLORIDA**

THIS SUPPLEMENTAL AGREEMENT No. 1, made and entered into this day of _____ 2008 by and between Palm Beach County, hereinafter **COUNTY**, and, Bowyer-Singleton & Associates, Inc. (BSA), a Florida Corporation with an address of 901 Northpoint Parkway, Suite 204, West Palm Beach, Florida 33407, hereinafter **CONSULTANT**.

WITNESSETH

WHEREAS, the **COUNTY** and **CONSULTANT** entered into a Project Agreement dated June 7, 2005 (R2005-1059), to provide professional engineering services for the preparation of an alignment study for Westgate Avenue from Congress Avenue to Australian Avenue, Palm Beach County, Florida (hereinafter **PROJECT**); and.

WHEREAS, the **COUNTY** now desires for the **CONSULTANT** to provide additional services necessary to study a new alternative alignment for the **PROJECT**; and

WHEREAS, the following fee has been negotiated as just and reasonable compensation for these professional services to be performed by the **CONSULTANT**:

RE: WESTGATE AVENUE – CONGRESS AVENUE TO AUSTRALIAN AVENUE
Project No. 2004515

Basic Services in a lump sum fee of \$17,542.97;

Reimbursable Services (Not to Exceed) \$770.00;

Totaling \$18,312.97

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 & FEE".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Agreement.
4. The **COUNTY** agrees to pay the **CONSULTANT** a fee of Eighteen Thousand Three Hundred Twelve Dollars and Ninety-Seven Cents (\$18,312.97).
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 **June 7, 2005 (R2005-1059)**, and;

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

RE: WESTGATE AVENUE – CONGRESS AVENUE TO AUSTRALIAN AVENUE
Project No. 2004515

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

OWNER:

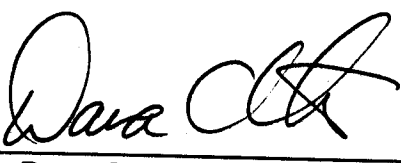
Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:

Bowyer-Singleton & Associates, Inc.
a Florida Corporation

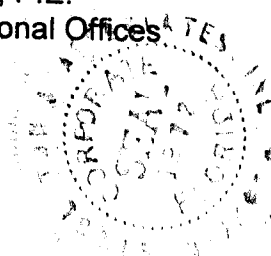
BOARD OF COUNTY COMMISSIONERS

BY: _____
Addie L. Greene, Chairperson

BY: 
Dana C. Chester, P.E.
Director of Regional Offices

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

CORPORATE SEAL



BY: _____
Deputy Clerk

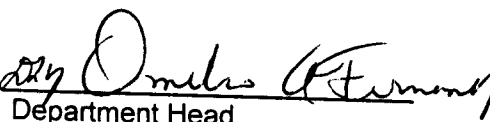
WITNESS:


BY: Laura S. Kline

SEAL

Laura S. Kline
(Printed Name)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: 
Department Head

BY: 

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

VICKY OTERO
(Printed Name)

County Attorney

EXHIBIT “A”

Scope & Fee OK
DZy
2-15-08

Exhibit A
Westgate Avenue
Additional Services – Additional Alignment Congress Ave. to Church Street
Congress Avenue to Australian Avenue
(Approximately 1.00 mile)
PBCo. Proj. # 2004515

PHASE I ALIGNMENT STUDY: SCOPE OF SERVICES

Project Description

The project consists of study/consultant services necessary to study the new alignment of Westgate Avenue, from Congress Avenue to Australian Avenue. The roadway extension will consist of a five (5) lane typical section. The project will include preliminary engineering, conceptual plans, drainage analysis, and all other plan work necessary to result in a complete analysis of the additional alignment option. THE WORK PERFORMED UNDER THIS ADDITIONAL SERVICES SCOPE IS IN ADDITION TO THE WORK ALREADY COMPLETED FOR THE PROJECT UNDER THE ORIGINAL SCOPE OF SERVICES. The additional option includes the following:

- Utilize Old Okeechobee Road alignment and relocate the Congress/Westgate intersection

Analysis will address the following:

- Safety
- Cost
- Environmental factors

Project Location

The proposed Westgate Avenue corridor addressed in this agreement is approximately one (1) mile (five thousand two hundred and eighty (5,280) linear feet) in length and extends from Congress Avenue to Australian Avenue; lying in Sections 29 and 30 of Township 43 South, and Range 43 East in Palm Beach County, Florida.

ROADWAYS

All conceptual plans shall be prepared in accordance with the latest editions of the Palm Beach County Thoroughfare Road Design Procedure Manual, Manual on Uniform Traffic Control Devices, Federal Highway Administration/AASHTO publications, and all other applicable requirements. All plans shall be accurate, legible, complete, and drawn to the appropriate scale.

The Consultant shall be responsible for the planning, preliminary design, and preparation of alternative alignment plans for the roadway improvements.

Design will include:

- All alignment and geometric calculations necessary to define complete right-of-way requirements
- Preliminary Drainage Design
- Statement of Design Criteria Used
- Any other information that may be considered critical to the development of the alignment analysis. This information and development of conceptual plans will be organized in a usable format and included in the design documentation provided to Palm Beach County.

Preliminary Engineering

A Preliminary Engineering study will be performed to identify alternative typical sections and alignments. Alternative improvement concepts will be developed, analyzed, and compared. A combination of typical section and alignment alternatives will be developed and a matrix analysis performed to select a preferred improvement concept. The previous Preliminary Engineering Report will be REVISED to summarize all developed alternatives and all items used to support the final recommendations.

Intersections

The conceptual plans will include all design features of the intersections located at Congress Avenue, Church Street, Florida Mango Road, and Australian Avenue. Design features shall include the appropriate tapers, transitions, deceleration lanes, storage lanes, radii of turning roadway, curb radii and offsets, lane widths, channelizing features, and other appurtenances that may be determined to be needed. The design features shall be identified based on the Palm Beach County Thoroughfare Road Design Procedure Manual, Manual of Uniform Traffic Control Devices, Federal Highway Administration/AASHTO publications, or be justifiable modifications thereto approved, in writing, by the County. Appropriate consideration shall be given to both crossing and stopping sight distances at all intersections for each predominant vehicle type. Consideration shall be given to vehicle type, operating speed, positive drainage, and to non-motorized and pedestrian traffic when applicable.

Palm Beach County will determine the lane configuration for all intersecting street designs. Round-a-bout configurations are not a part of this scope.

Internal (PEER) Review of Construction Plans / Documents

The Consultant shall perform an internal/in-house (Peer) review/detailed checking of all in-progress and/or final Drainage and Quantity calculations, Schematic Drawings (typical sections, etc.), Conceptual Plans, Study Reports, and Legal Descriptions /sketches prior to any scheduled submittal to the County. Consultant Internal Peer Reviews shall encompass Engineering /Planning /Surveying decisions, drafting, accuracy, completeness, constructability/economy of construction, and compliance with all applicable design and/or permitting agency standards. The above requirements shall pertain to all work submitted to County, including that of Minority and/or other sub-consultants.

County's Responsibilities

The County will:

- Provide reviews of all construction plan/document submittals in a timely manner. (Consultant will provide review materials in accordance with the requirements of the plan.)

Cost Estimates and Quantities

The Consultant shall prepare preliminary cost estimates as defined in the Palm Beach County Thoroughfare Road Design Procedures Manual to analyze the different alignment options.

Schedule of Activities, Phase Reviews and Submittals

The Consultant will complete preparation of all study documents and conceptual plans within eight (8) months of the Notice to Proceed. The Consultant will deliver to the County's designated Program Manager the required completed work product. The County will review the completed work and return the comments to the Consultant within twenty one (21) calendar days.

The schedules allow for a twenty one (21) calendar day review time by the County. Should more time be required for review, the Consultant's date for completion will be extended to accommodate the revised review period.

The County's review time shall start when all required deliverables have been received and end with the return shipment of the review comments.

A transmittal letter shall accompany each submittal and, in addition to the normal information required of a transmittal letter, it shall include the following:

- Documentation of major changes made since the last submittal.
- List of all design exceptions that are required and rational for their requirement.
- List of all design parameter changes and the rational for their requirement.

ENGINEERING

The Consultant shall provide all services required for the preparation of the conceptual plans and study documents for the project. These services shall include, but not be limited to, preliminary engineering designs and conceptual plans for the alignment alternatives and shall include, but not be limited to:

- Alternative Alignment Plans
- Alternative Typical Sections
- Cost Estimates

Conceptual plans shall be prepared in accordance with the latest editions of:

- Palm Beach County's Thoroughfare Road Design Procedure Manual
- Palm Beach County's Engineering Design Typicals
- Manual on Uniform Traffic Control Devices (MUTCD)
- Federal Highway Administration / AASHTO Publications
- Florida Department of Transportation's (FDOT) Plans Preparation Manual
- FDOT's Standard Specifications for Road and Bridge Construction
- FDOT's Drainage Manuals
- Latest standards adopted by AASHTO
- Federal-Aid Highway Program Manual (FHPM) (1984) 6-7-3-(2).
- All other applicable requirements

The Consultant shall also be responsible for providing continuous quality control and quality assurance reviews prior to each submittal in accordance with "standard practice" according to procedures as provided in the Consultant's QA/QC Guidelines Program. The measures to be provided shall be sufficient to establish that "due care" has been utilized in preparation of the study and documents.

Each set of concept plans for the project shall be accurate, legible, and drawn to scales indicated herein. The concept plans shall be furnished on reproducible material (mylar) approved by the County and in a format acceptable to the County.

NOT INCLUDED IN SCOPE OF SERVICES

- Signalization Design
- Maintenance of Traffic plans
- Title Searches
- Special Provisions
- Technical Specifications
- Right-of-Way Maps
- Traffic Signals
- Lighting
- Landscaping
- Final Utility Coordination
- Signing and Pavement Marking Plans
- Vertical geometry
- Final drainage design
- Permitting
- Final Construction Plans and Documents
- Specifications
- Contractor Bid Documents
- Additional Public Hearings/Meetings
- Additional Environmental Studies
- Additional Geotechnical Work
- Additional Drainage Analyses

ESTIMATE OF WORK EFFORT AND FEE

Page 1 of 1

Palm Beach County Roadway Production Division

ESTIMATOR: Dana Chester

Westgate Avenue - Congress Avenue to Australian Avenue

1.0 Mile

DATE: 1/14/08

Phase I Alignment Study - ADDITIONAL ALIGNMENT: Congress to Church

Supplement No.: 1, Revision 2

TASK	SENIOR ENGINEER		PROJECT MANAGER		PROJECT ENGINEER		SENIOR CADD		TOTAL		AVERAGE HOURLY RATE
	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MANHOURS ACTIVITY	SALARY COSTS	
A. GENERAL TASKS											
1. General Tasks	8	\$42.55	4	\$39.66	0	\$31.98	0	\$22.15	12	\$499.04	\$41.59
B. DATA COLLECTION											
1. Data Collection	3	\$42.55	5	\$39.66	11	\$31.98	3	\$22.15	22	\$744.18	\$33.83
C. PRELIMINARY ENGINEERING											
1. Public Involvement	0	\$42.55	0	\$39.66	0	\$31.98	0	\$22.15	0	\$0.00	#DIV/0!
2. Alternative Analysis	17	\$42.55	34	\$39.66	28	\$31.98	37	\$22.15	116	\$3,786.78	\$32.64
3. Intersection Analysis	4	\$42.55	4	\$39.66	6	\$31.98	2	\$22.15	16	\$565.02	\$35.31
4. Drainage Analysis	4	\$42.55	2	\$39.66	0	\$31.98	0	\$22.15	6	\$249.52	\$41.59
D. ENVIRONMENTAL INVESTIGATION											
1. Environmental Investigation	0	\$42.55	0	\$39.66	0	\$31.98	0	\$22.15	0	\$0.00	#DIV/0!
TOTALS	36	\$42.55	49	\$39.66	45	\$31.98	42	\$22.15	172	\$5,844.54	\$33.98

TOTAL CONTRACT FEE COMPUTATIONS

Total Activity Costs (LS)	\$	5,844.54
a. Overhead/Fringe Benefit @ 168%	\$	9,818.83 /
SUB-TOTAL (SALARY RELATED COSTS)	\$	15,663.37 /
b. Operating Margin @ 12.0%	\$	1,879.60 /
SUBTOTAL	\$	17,542.97 /

SURVEY

c. Design Survey (Betsy Lindsay Inc)	\$	-
Total Basic Services (LS)	\$	17,542.97 /

Reimbursable Expenses (Not to Exceed): \$ 770.00 /

Additional Services (Not to Exceed): \$ -

TOTAL FEE \$ 18,312.97 /

CHECK APPROPRIATE BLOCK

Initial Estimate:

If revised estimate, give date & reason for revision:

3/4/05 - Revised Per PBCo Comments

4/6/05 Updated Survey Fee

Reimbursable Expenses (Not to Exceed):**SUB-CONSULTANT/SERVICE**

Direct Expenses (See backup sheet)	\$	770.00
R/W Procurement Maps (Betsy Lindsay Inc)		
Permit fees	\$	-
Geotechnical (Tierra)	\$	-
Total	\$	770.00

Additional Services (Not to Exceed):

Utility Potholing X days @ \$	\$	-
Legals & Sketches @ \$400	\$	-
Easement Sketches @ \$300	\$	-
Total	\$	-

Optional Services (Not to Exceed):

ACTIVITY: A. PROJECT GENERAL TASKS

SUBACTIVITY: 1 - General Tasks

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS /UNIT	NO. OF SHEETS	TOTAL HOURS	SR. ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1.1 Notice to Proceed Meeting	EA	1	8		8	4	4			
1.2 Project Status Meetings	LS	1	4		4	4	0			
SUBTOTAL THIS SHEET				0	12	8	4	0	0	
SUBACTIVITY TOTAL				0	12	8	4	0	0	

WESTGATE AVENUE
CONGRESS AVENUE TO AUSTRALIAN AVENUE
AN ESTIMATED 1.0 MILES, 3/5 LANE
PBCo.PROJECT No. 2004515

PAGE 2 OF 9.

HIGHWAY TASK LIST

ACTIVITY: B. DATA COLLECTION

SUBACTIVITY: 1 - Data Collection

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS /UNIT	NO. OF SHEETS	TOTAL HOURS	SR. ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1.1 Aerial Base Map	LS	1	4		4			1	3	Coordination
1.2 Design Traffic	LS	1	8		8	2	2	4		Review County Data
1.3 Existing Roadway Characteristics	LS	1	4		4	0	0	4	0	Inventory
1.4 Utilities	LS	1	4		4	1	1	2	0	Contact, Exist. Plans
1.5 Land Use Map	LS	1	2		2	0	2	0	0	
SUBTOTAL THIS SHEET				0	22	3	5	11	3	
SUBACTIVITY TOTAL				0	22	3	5	11	3	

HIGHWAY TASK LIST

ACTIVITY: C. PRELIMINARY ENGINEERING

SUBACTIVITY: 1 - Public Involvement

[illegible]

HIGHWAY TASK LIST

ACTIVITY: C. PRELIMINARY ENGINEERING

SUBACTIVITY: 2 - Alternative Analysis

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS /UNIT	NO. OF SHEETS	TOTAL HOURS	SR. ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
2.1 Alternative Typical Sections	EA	1	12		12	1	2	2	7	
2.2 Develop Alternative Improvement Concepts	EA	1	40		40	4	12	12	12	
2.3 Analyze Alternative Improvement Concepts	EA	1	12		12	4	4	4		
2.4 Alternative Comparison Matrix	LS	1	8		8	2	4	0	2	
2.5 Prepare Alignment Exhibits	EA	2	8		16	2	2	4	8	1"=100', 1 alternatives @ 4 shts/alt
2.6 Preliminary Engineering Report	LS	1	16		16	2	2	4	8	
2.7 Cost Estimates	LS	1	4		4	0	4	0		
2.8 Field Reviews	EA	1	8		8	2	4	2		
SUBTOTAL THIS SHEET				0	116	17	34	28	37	
SUBACTIVITY TOTAL				0	116	17	34	28	37	

ACTIVITY: C. PRELIMINARY ENGINEERING

SUBACTIVITY: 3 - Intersection Analysis

PBC_Fee_format-Westgate-Congress to Church Alignment - AAS 2

HIGHWAY TASK LIST

ACTIVITY: C. PRELIMINARY ENGINEERING

SUBACTIVITY: 4 - Drainage Analysis

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS /UNIT	NO. OF SHEETS	TOTAL HOURS	SR. ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
4.1 Coordinate Design Criteria w/Agencies	LS	1	2		2	2	0	0		SFWMD
4.2 Drainage Inventory	LS	1	0		0	0	0	0		Exist Permits,Plans,Basin Divides
4.3 Base Clearance Water Elevation	LS	1	0		0	0	0	0		
4.4 Preliminary Pond Design	EA	2	0		0	0	0	0	0	
4.5 Pond Siting Analysis	LS	1	0		0	0	0	0	0	Summary Report Only
4.6 Prel. Drainage Design Documentation	LS	1	4		4	2	2			
4.7 Canal Crossing	EA	1	0		0	0	0	0		Prel Analysis
SUBTOTAL THIS SHEET				0	6	4	2	0	0	
SUBACTIVITY TOTAL				0	6	4	2	0	0	

WESTGATE AVENUE
CONGRESS AVENUE TO AUSTRALIAN AVENUE
AN ESTIMATED 1.0 MILES, 3/5 LANE
PBCo. PROJECT No. 2004515

PAGE 7 OF 9.

HIGHWAY TASK LIST

ACTIVITY: D. ENVIRONMENTAL INVESTIGATION

SUBACTIVITY: 1 - Environmental Investigation

[illegible]

Westgate Avenue - Congress Avenue to Australian Avenue

PALM BEACH COUNTY PROJECT NO. 2004515

BSA PROPOSAL NO.

COPIES (11" x 17")			
AGENCY	SETS	SHEETS/SET	TOTAL
Palm Beach County - Concept Plans	30	20	600
Palm Beach County - Striping			0
Palm Beach County - Utility Coordination			0
Final Plans (Signed & Sealed)			0
SFWMD			0
TOTAL SHEETS			600
PRICE PER SHEET (Color Copies)			\$1.00
HALF-SIZE COPIES TOTAL			\$ 600.00

COPIES (8.5" x 11")			
AGENCY	SETS	SHEETS/SET	TOTAL
Palm Beach County - Reports	20	120	2400
Palm Beach County - Striping			0
Palm Beach County - Utility Coordination			0
Final Plans (Signed & Sealed)			0
SFWMD			0
TOTAL SHEETS			2400
PRICE PER SHEET			\$0.05
8.5" x 11" COPIES TOTAL			\$ 120.00

Travel			
Description	Trips	Distance	TOTAL
			0
			0
			0
			0
			0
TOTAL MILES			0
PRICE PER MILE			\$0.30
TRAVEL TOTAL			\$ 0.00

Shipping & Telephone	2 months @ \$25.00 per month	\$	50.00
Postage for Public Mtg Notices	0 Mtgs @ 300 each @ \$0.39	\$	-
Newspaper Ads for Public Mtgs	0 Mtgs @ \$450.00 each	\$	-

REIMBURSABLES TOTAL	\$ 770.00
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EXHIBIT “B”

Project: Westgate Avenue from Congress Avenue to Australian Avenue
Project No.: 2004515
CONSULTANT: Bowyer-Singleton & 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 bonafide 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 bonafide 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.

 3/6/08
Mr. Dana C. Chester, P.E., Director of Regional Offices

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Westgate Avenue from Congress Avenue to Australian Avenue
Project No.: 2004515

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:

NONE

(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.

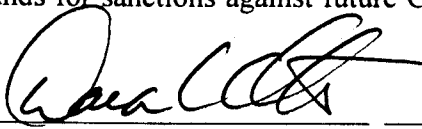
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services 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 Dana C. Chester, P.E., as
(Name of Individual)

Director of Regional Offices, of Bowyer-Singleton & Associates, Inc.
(Title/Position) (Firm Name of ENGINEER)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

3/6/08
(Date)

EXHIBIT “C”

03/06/2008

PARTICIPATION FOR MWBE/SBE CONSULTANTS Supplement Number 1

Project Name: Westgate Avenue, Congress Avenue toProject No.: 2004515Prime Consultant: Bowyer Singleton & Associates, Inc.Prime Contact Person: Kevin Knudsen, P.E., ViceTelephone No.: (407) 843-5120Resolution Date: 06/07/2005Res #: R2005-1059Supplement date: 03/06/2008Department: Engineering & Public Works

Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant	Contract Dollar Amount for Sub-Consultant						
		Black	Hispanic	Other	Women	White Male		
		MWBE	0.00	0.00	0.00	0.00		
		SBE	0.00	0.00	0.00	0.00	0.00	
Total MWBE			0.00	0.00	0.00	0.00		
		%						
Total SBE			0.00	0.00	0.00	0.00	0.00	
		%						
Total Supplement Amount:			18,312.97					

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JP BOWYSIN	DATE (MM/DD/YYYY) 12/27/07
PRODUCER J Rolfe Davis Insurance P.O. Box 4927 Orlando FL 32802-4927 Phone: 407-691-9600		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 Bowyer-Singleton & Associates, Inc. 520 S. Magnolia Avenue Orlando FL 32801		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A Travelers Prop & Casualty Co	36161
		INSURER B Continental Casualty Company	20443
		INSURER C Phoenix Insurance Company	25623
		INSURER D St. Paul Fire & Marine Ins 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 ADD'L	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	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	RENL OF P63003078234TIL07 BLKT ADDL INSD/WAIVER OF SUBRO IF WRITTEN CONTRACT	01/01/08	01/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 300,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
C	X	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	RENL OF P810861K7102PHX07 BLKT ADDL INSD/WAIVER OF SUBRO IF WRITTEN CONTRACT	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	\$ \$ \$
D		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	QK06802266	01/01/08	01/01/09	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	RENL OF PNUB798K520207 BLKT WAIVER/WRITTEN CONTR	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ 500,000 \$ 500,000 \$ 500,000
B		Professional Liab	AEH004312258	05/25/07	05/25/08	Prof Liab	\$2,000,000.

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

Project No. 2004515 - Westgate Avenue from Congress Avenue to Australian Ave
The General Liability & Auto Liability policies include a blanket additional insured endorsement for the Palm Beach County Board of County Commissioners, a political subdivision of the State of FL, its officers, employees and agents as required by written contract. (continued)

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Roadway Production Joan Thurman 160 Australian Ave. West Palm Beach FL 33406	PALMBE5 RISK MGMT Received DEC 31 2007 DEPT	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 <i>[Signature]</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RISK MGMT.
Received

DEC 31 2007

DEPT.

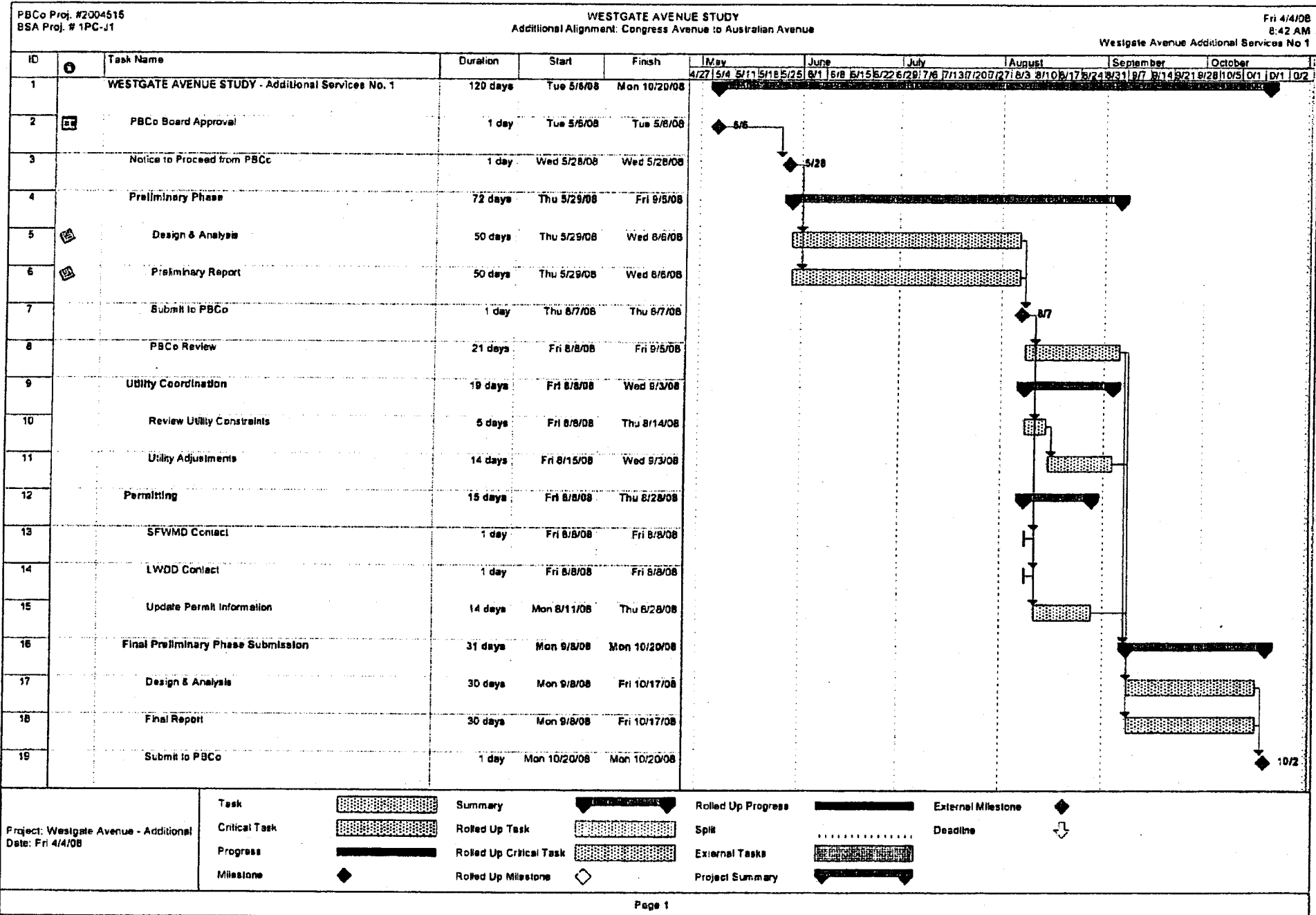
NOTEPAD:

HOLDER CODE PALMBE5
INSURED'S NAME Bowyer-Singleton &

BOWYSIN
OP ID JP

PAGE 3
DATE 12/27/07

Professional Liability Coverage Claims Made Coverage Full Prior Acts -
retroactive date - 05/25/86. Written notice 30 Days for all reasons other
than non payment of premium which is 10 days



2008 _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX 031008-2340

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/10/08	REMAINING BALANCE
<u>WESTGATE AVE/CONGRESS-AUSTRALIAN AVE</u>								
3500-361-1098-6505	Design/Eng/Mgmt-Cip Admin	0	0	26,578	0	26,578	0	26,578
<u>ROAD PROGRAM RESERVES FY 2005</u>								
3500-361-9921-9952	Res For Design & Alignment	1,500,000	1,500,000	0	26,578	1,473,422		
				26,578	26,578			

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>05/20/08</u>
Engineering & Public Works	<u>R.D. Ward</u>	<u>4/2/08</u>	
Administration / Budget Approval	_____	_____	
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners