

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

## I. EXECUTIVE BRIEF

**B) A Budget Transfer of \$62,084 in the Municipal Service Taxing Unit (MSTU) District "C" Fund from Reserves to Rodeo Drive and Pinto Drive.**

**Background and Justification:** It is necessary for KAI to perform engineering, surveying, permitting and printing services under an Annual Civil Engineering Services Agreement, approved by the Board of County Commissioners (BCC) on April 10, 2007, Resolution No. R-2007-0460. The services consist of grading, paving and drainage plans for an additional section of roadway on the Rodeo Drive and Pinto Drive project (Project). The Budget Transfer will fund the consultant services on the Project.

1. Location Map
2. Task Agreement (3)
3. Insurance Certificates
4. Budget Transfer

*Dr. Charles Rich*  
Division Director

6/30/88  
Date

S. T. Webb  
County Engineer

7/2/08  
Date

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$62,084</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>\$62,084</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:**

MSTU District C Fund  
Reserves  
Rodeo Dr & Pinto Dr

Project Agreement - Basic Services	\$59,176.00
- Reimbursables	\$ 1,100.00
Authorization	<u>\$60,276.00</u>
Contingency	\$ 1,808.00
Fiscal Impact	<u>\$62,084.00</u>

C. Departmental Fiscal Review: R. D. Ward 6/26/08

### III. REVIEW COMMENTS

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

Atwill White 7.9.08  
OFMB  
SP 7/8/08 CN 7/17/08

J. J. Jones 7/10/08  
Contract Dev. and Control  
7/10/08

B. Approved as to Form  
and Legal Sufficiency

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

Paul F. [Signature]  
Assistant County Attorney

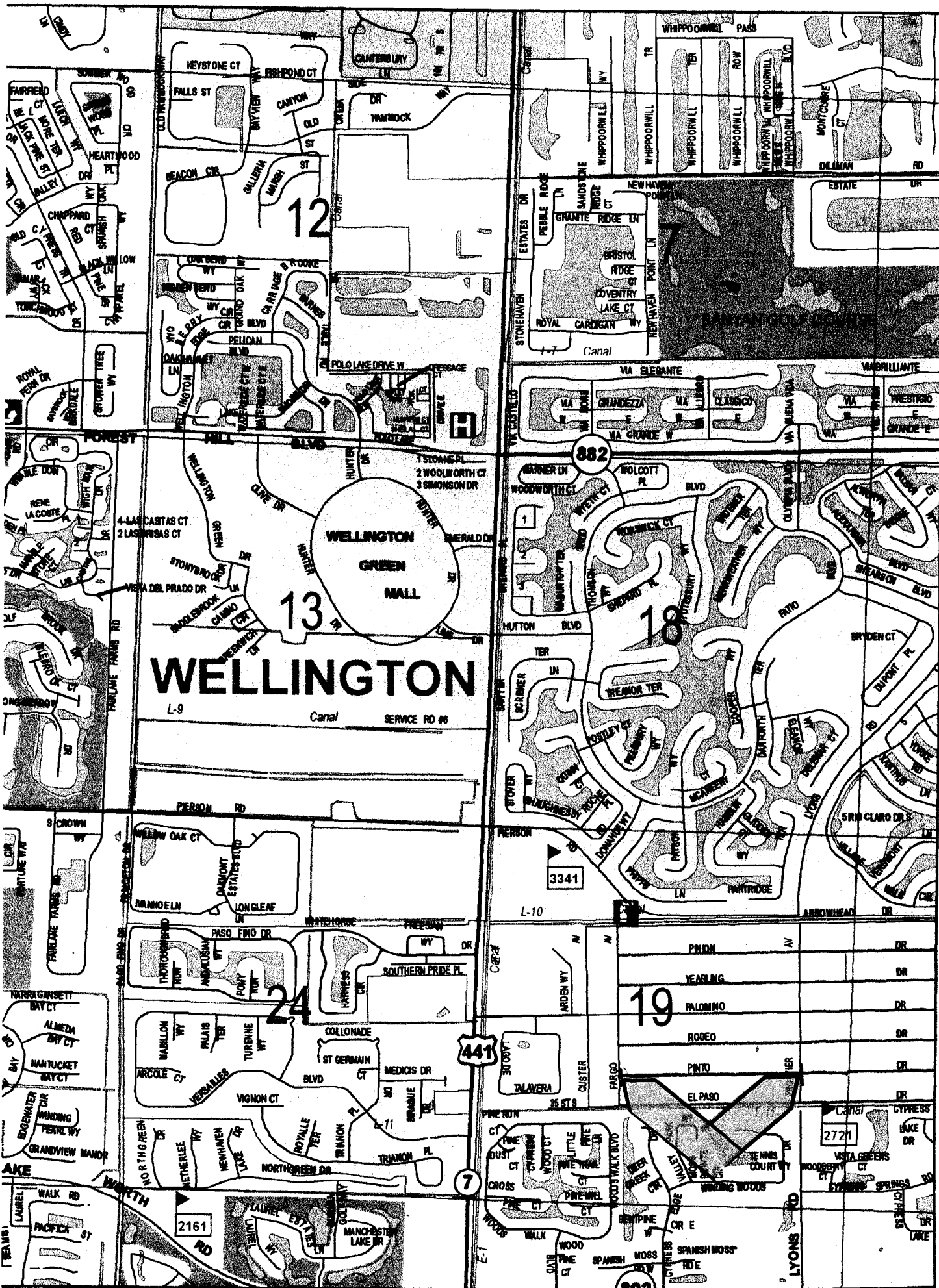
**This item complies with current  
County policies.**

**C. Other Department Review:**

**Department Director**

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

K



**PINTO DRIVE, FROM FARGO AVENUE TO LYONS RD.**

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 02/13/2008
PRODUCER (561)278-0448 FAX (561)278-2391 Weekes & Callaway, Inc. 777 East Atlantic Ave. Ste 300 Delray Beach, FL 33483 Rose A. McEwen		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: Assurance Co. of America		
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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	PAS 39690673	02/09/2008	02/09/2009	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMFYOP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	PAS 39690673	02/09/2008	02/09/2009	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/UMBRELLA LIABILITY	PAS 39690673	02/09/2008	02/09/2009	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z064779005	07/01/2007	07/01/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
		OTHER				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**

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



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

INSURER A: XL Specialty Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## INSURED

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

## 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.

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b>				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
					AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				
					WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER Professional Liability</b>	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 ENDORSEMENTS/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 (See Attached Descriptions)

## 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 C

BGEX 060408-2838

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/06/08	REMAINING BALANCE
<b><u>RODEO DR &amp; PINTO DR</u></b>								
3508-365-S188-6505	Design/Eng/Mgmt – CIP Admin	21,560	21,360	62,084	0	83,444	0	83,444
<b><u>RESERVES</u></b>								
3508-365-9900-9919	Res-St & Drng Imp	1,357,553	926,373	<u>0</u>	<u>62,084</u>	864,289		
				62,084	62,084			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 07/22/08

Engineering &amp; Public Works

R. D. Ward6/2/08

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the  
Board of County Commissioners

ATTACHMENT 4

**TASK TO ANNUAL CIVIL ENGINEERING SERVICES AGREEMENT**  
**BETWEEN PALM BEACH COUNTY**  
**AND**  
**KESHAVARZ & ASSOCIATES, INC.**  
**for**  
**Professional Engineering Services Required**  
**for**  
**PINTO DRIVE**  
**From Fargo Avenue to Lyons Road (Frontier Drive) 2,700 Linear Feet**  
**Project No. 2005129-A**  
**Palm Beach County, Florida**

THIS 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 Civil Engineering  
Services Agreement on April 10, 2007 (R-2007-0460), renewed on March 11, 2008 (R-2008-  
0307), whereby the CONSULTANT was retained to furnish certain professional services required  
for Civil Engineering Services on an as needed basis. It is now necessary to acquire  
engineering services for the Pinto Drive, from Fargo Avenue to Lyons Road (Frontier Drive)  
2,700 linear feet (LF), located in Municipal Service Taxing Unit (MSTU) District C, Palm Beach  
County, Florida (hereinafter called the PROJECT); and

**RE: PINTO DRIVE, FROM FARGO AVENUE TO LYONS ROAD**

**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 \$59,176.00 for engineering and surveying services, plus Reimbursable Expenses for permit and printing fees in the amount of \$1,100.00, totaling \$60,276.00, as outlined in the proposal dated April 16, 2008, 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 (S/M/WBE) Participation as described in Exhibit "C" of the Agreement.
4. The CONSULTANT agrees to the Letter of Intent to perform as a Small, Minority, Women Business, and/or Sub-consultant as described in Exhibit "D" of the Agreement.
5. The CONSULTANT agrees to the Conflict of Interest Disclosure in Exhibit "E" of the Agreement.
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), renewal dated March 11, 2008 (R-2008-0307), and;

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



**RE: PINTO DRIVE, FROM FARGO AVENUE TO LYONS RD.**

**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:

Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

SEAL

APPROVED AS TO TERMS &  
CONDITIONS:

Charles Rish  
Engineer

LEGAL SUFFICIENCY:

\_\_\_\_\_  
County Attorney

**CONSULTANT:**

Keshavarz & Associates, Inc.  
a Florida Corporation

BY: \_\_\_\_\_  
Maziar Keshavarz, P.E.  
Its President

CORPORATE SEAL

WITNESS:

By: Deborah L. Fulgenzi  
(Printed Name)

[Signature]  
(Signature)

By: Joan Sopczak  
(Printed Name)

[Signature]  
(Signature)

**KESHAVARZ & ASSOCIATES, INC.**  
**ENGINEERING MANHOUR SUMMARY**

for

**PBCo Project 2005129A**  
**KA PROJECT NO. 05-016**  
**M.S.T.U. DISTRICT 'C'**

**STREET IMPROVEMENTS**

**PINTO DRIVE**  
**FROM FARGO AVENUE TO LYONS ROAD**  
**2700 L.F.**

April 16, 2008

**ROADWAY 2700 LF [ 10 Sheets ]**  
**24 new driveways**

**Palm Beach County STREET ATLAS pages 77, 78**  
**REDI-ATLAS pages 234, 235**  
**SEC 19, 20 TWP 44 S RGE 42 E**

## **PINTO DRIVE**

**EXHIBIT "A"**

### **SCOPE OF WORK: Grading, Paving and Drainage Improvements**

#### **ENGINEERING:**

- COVER SHEET FOR CONSTRUCTION PLANS
- FIELD TRIPS
- RASTER IMAGE PROCESSING
- TYPICAL SECTIONS & DETAILS
- SUMMARY OF QUANTITIES/QUANTITY TAKEOFF & COMPUTATIONS
- ROADWAY PLAN & PROFILE (10 SHEETS)
- DRIVEWAY PROFILES (24 NEW DRIVEWAYS)
- CROSS SECTIONS (38 SECTIONS)
- SURVEY CONTROL DEPICTION
- CORE BORINGS, ETC.
- COST ESTIMATE
- UTILITY COORDINATION/DEPICTION/MEETING
- PERMITTING THROUGH LWDD AND SFWMD
- MEETINGS (PROGRESS)

#### **SURVEYING:**

- BASE LINE CONTROL
- SET STATIONS AT 100' INTERVALS (APPROX 28 STATIONS)
- 3<sup>RD</sup> ORDER LEVEL CIRCUIT BASED ON PBC VERTICAL CONTROL NETWORK
- CROSS SECTIONS AT EACH PROPERTY LINE, NO MORE THAN 100' SEPARATION (28)
- TOPOGRAPHICAL AND TIE IN REQUIREMENTS
- SET REFERENCE CONTROL FOR HORIZONTAL/VERTICAL CONSTRUCTION CONTROL

#### **REIMBURSABLES:**

- PERMITTING FEES FOR LWDD AND SFWMD ANTICIPATED AT \$1,100.00

### **WORK SCHEDULE**

**65% COMPLETE: 60 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED.**

**95% COMPLETE: 30 CALENDAR DAYS AFTER RECEIPT OF WRITTEN COMMENTS RECEIVED FROM THE COUNTY REGARDING 65% SUBMITTAL.**

**100% COMPLETE: 30 CALENDAR DAYS AFTER RECEIPT OF WRITTEN COMMENTS RECEIVED FROM THE COUNTY REGARDING 95% SUBMITTAL.**

**KESHAVARZ & ASSOCIATES, INC.****05-016****MSTU District 'C' - PINTO DRIVE  
FROM FARGO AVENUE TO LYONS ROAD****16-Apr-2008**

<b>ENGINEERING</b>	<b>\$44,650.00</b>
<b>SURVEYING</b>	<b>\$14,526.00</b>
<b>REIMBURSABLES</b>	<b>\$1,100.00</b>

<b>TOTAL</b>	<b>\$60,276.00</b>
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**KESHAVARZ & ASSOCIATES, INC.****05-016****MSTU District 'C' - PINTO DRIVE****16-Apr-2008****FROM FARGO AVENUE TO LYONS ROAD (2700 LF)**

ENGINEERING WORK ELEMENT	PRINCIPAL \$/hr \$190.00	PROJECT MGR \$/hr \$135.00	ENGINEER \$/hr \$107.00	DRAFTING \$/hr \$81.00
Cover Sheet for Construction Plans			1	6
Field Trips				
Raster Image Processing			2	8
Typical Sections & Details				
Summary of Quantities, etc.		2	4	8
Roadway Plan & Profile (10 sheets)	2	12	60	120
Driveway Profiles (24 new driveways)		6	12	40
Cross Sections (38 sections)		8	16	57
Survey Control Depiction			1	4
Core Borings etc.				
Cost Estimate		1	4	
Utility Coordination/Depiction/Meeting		2	2	4
Permitting (LWDD, SFWMD)	2	16	32	18
Meetings (Progress)	3	6	6	

TOTAL Hours	7	53	140	265
FEE Estimate	\$1,050.00	\$7,155.00	\$14,980.00	\$21,465.00

TOTAL ENGINEERING	\$44,680.00
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**KESHAVARZ & ASSOCIATES, INC.****05-016****MSTU District 'C' - PINTO DRIVE****16-Apr-2008****FROM FARGO AVENUE TO LYONS ROAD (2700 LF)**

<b>SURVEYING WORK ELEMENT</b>	<b>Survey Crew \$/hr</b>	<b>P.S.M. \$/hr</b>
	<b>\$135.00</b>	<b>\$108.00</b>
Base Line Control	8	2
Set Stations at 100' Intervals (approximately 28 Stations)	12	3
3rd Order Level Circuit based on PBCo Vertical Control Network	12	3
Cross Sections at each property line, no more than 100' separation (28)	18	4
Topographical and Tie-in Requirements	32	8
Set Reference Control for Horizontal and Vertical Construction Control	8	2

<b>TOTAL Hours</b>	<b>90</b>	<b>22</b>
<b>FEE Estimate</b>	<b>\$12,150.00</b>	<b>\$2,378.00</b>

<b>TOTAL SURVEY</b>	<b>\$14,528.00</b>
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**KESHAVARZ & ASSOCIATES, INC.****05-016****MSTU District 'C' - PINTO DRIVE****16-Apr-2008****FROM FARGO AVENUE TO LYONS ROAD (2700 LF)**

<b>REIMBURSABLES</b>	
Plotting/Printing Expenses	\$500.00
Permitting Fees (LWDD Permit Modifications & NPDES)	\$600.00
FEE Estimate	\$1,100.00
<b>TOTAL REIMBURSABLES</b>	<b>\$1,100.00</b>

**EXHIBIT "B"**

**CONSULTANT CERTIFICATION**

**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**

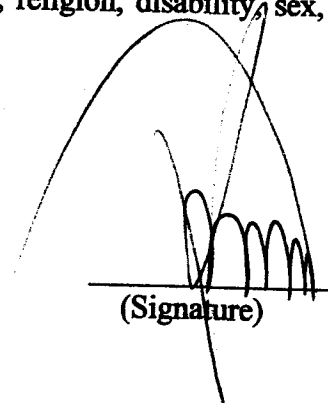
By entering into this Agreement, the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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

  
(Signature)

6/20/08  
(Date)



**EXHIBIT "C"**  
**PARTICIPATION FOR M/SBE CONSULTANTS**  
**(TO BE COMPLETED BY THE PRIME CONSULTANT)**

**PROJECT NAME:** PINTO DRIVE, WEST OF FRONTIER: Grading, Paving and Drainage Task

**PROJECT NUMBER:** 2005129-A

**NAME OF PRIME CONSULTANT:** KESHAVARZ & ASSOCIATES, INC.

**TELEPHONE NUMBER:** (561) 689-8600

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

**AGREEMENT DATE:** 4/10/07 (R-2007-0460)/Renewal dated 3/11/08 (R-2008-0307)

**DEPARTMENT:** Engineering & Public Works  
Engineering Services Division

*****					
Name, Address and Telephone Number of Minority Consultant	Type and Description of of Work to be Performed	Contract Amount			
		Black	M/WBE Hisp	SBE Other	Women
*****					
1. Keshavarz & Associates, Inc. 711 N. Dixie Highway., Suite 201 West Palm Beach, FL 33401 (561)689-8600	Professional Engineering and Surveying Services	\$ _____	\$ _____	\$ <u>59,176.00</u>	\$ _____
_____					
2.		\$ _____	\$ _____	\$ _____	\$ _____
_____					
3.		\$ _____	\$ _____	\$ _____	\$ _____
_____					
Total		\$ _____	\$ _____	\$ <u>59,176.00</u>	\$ _____

**PRIME CONSULTANT TO COMPLETE:**

**TASK AGREEMENT AMOUNT:** \$59,176.00  
**(Reimbursables are not included)**

**TOTAL % M/WBE PARTICIPATION:** 100%

PINTO DRIVE, WEST OF FRONTIER

EXHIBIT D

**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 X a corporation \_\_\_\_\_ a partnership \_\_\_\_\_ a joint venture

PALM BEACH COUNTY CERTIFIED SBE OR M/WBE \*: X YES \_\_\_\_\_ NO \_\_\_\_\_ *IF YES, Check all that apply:*

MBE: \_\_\_\_\_ BL \_\_\_\_\_ H \_\_\_\_\_ WBE \_\_\_\_\_ O(Other)

SBE: \_\_\_\_\_ BL \_\_\_\_\_ H \_\_\_\_\_ WBE X O(Other) \_\_\_\_\_ White Male

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

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

study to include conceptual plan, right of way constraints, permit requirements and estimated costs of the proposed  
ments

Service Provided: Engineering /Surveying Services

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

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

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

information if an SBE or M/WBE.

PINTO ROAD, West of Frontier

Project No.: 2005129-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 OF AUTHORIZED REPRESENTATIVE)

(DATE)

**PALM BEACH COUNTY**  
**OFFICE OF SMALL BUSINESS ASSISTANCE**  
CERTIFIES THAT

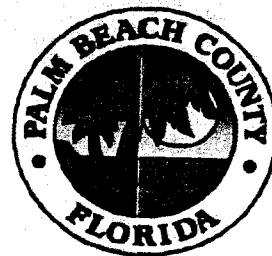
**KESHAVARZ & ASSOCIATES, INC.**

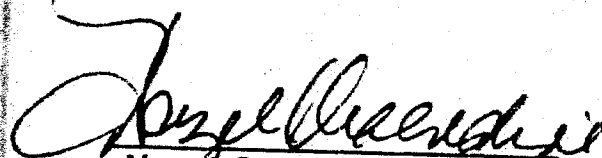
VENDOR #KESH0001

*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**



  
Hazel Oxendine, Director

**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

PINTO DRIVE, WEST OF FRONTIER

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:

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(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, P.E., 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 Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

  
(Signature)

6/20/08  
(Date)