



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$27,338</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>
<b>NET FISCAL IMPACT</b>	<u><b>\$27,338</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></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  
A Street/Kirk Road to Corrigan Drive

Contract - Basic Services	\$15,661.26
- Additional Services	\$ 5,076.00
- Reimbursables	\$ 1,100.00
Authorization	<u>\$21,837.26</u>
Contingency	\$ 3,500.74
Staff Costs - Engineering Services	\$ 2,000.00
Fiscal Impact	<u>\$27,338.00</u>

C. Departmental Fiscal Review: \_\_\_\_\_ *[Signature]*

**III. REVIEW COMMENTS**

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

\_\_\_\_\_ *Atwillhite 10/2/08*  
OFMB *(WD) SN CN 10/1/08 9/30/08*

\_\_\_\_\_ *Am J. Jacob 10/3/08*  
Contract Dev. and Control *10/3/08*

This item complies with current County policies.

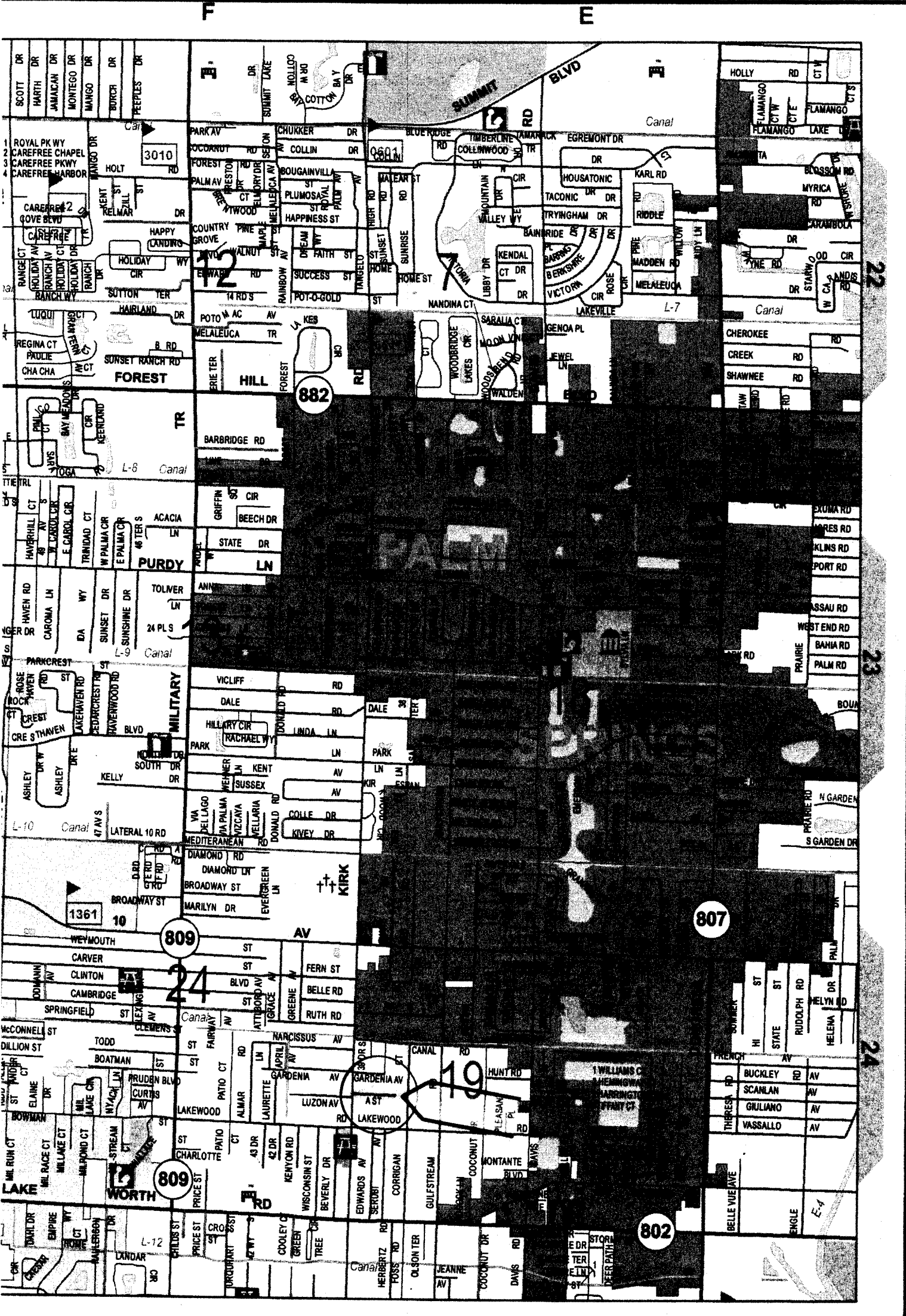
**B. Approved as to Form and Legal Sufficiency:**

\_\_\_\_\_ *Paul F. [Signature] 10/9/08*  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_ Department Director

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



LOCATION MAP - ATTACHMENT 1

**TASK TO ANNUAL AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
CIVIL DESIGN, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES REQUIRED  
For  
A STREET  
PAVING AND DRAINAGE IMPROVEMENTS  
PROJECT NO. 2006132  
MSTU DISTRICT 'C'  
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 **Civil Design, Inc.** a Florida Corporation with an address of 120 S. Olive Avenue, Suite 403, West Palm Beach, FL 33401, Corporate Tax I.D. #56-2355181, hereinafter called the **CONSULTANT**.

**WITNESSETH**

**WHEREAS**, the **COUNTY** and the **CONSULTANT** entered into an Annual Agreement on April 10, 2007 (R-2007-0462)/Renewal dated March 11, 2008 (R-2008-0310), 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, surveying, and permitting services for the **A Street Paving and Drainage Improvement Project, MSTU District 'C'**, 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: A STREET PAVING AND DRAINAGE PROJECT, M.S.T.U. DISTRICT "C"**

**WHEREAS**, the following fees have 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 \$15,661.26 for engineering and permit services; **Additional Services**: a lump sum fee of \$5,076.00 for surveying services to be performed by Keshavarz & Associates, Inc., and; **Reimbursable Expenses**: a lump sum fee of \$1,100.00 for permit application and governmental fees, totaling \$21,837.26, as outlined in the proposal package dated August 5, 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 **LETTER(S) OF INTENT** to perform as a SBE/MBE/WBE and/or sub-consultant as described in Exhibit "D" of the Agreement.
5. The **CONFLICT OF INTEREST DISCLOSURE FORM** as described in Exhibit "E" of the Agreement.
6. The **COUNTY** agrees to pay the **CONSULTANT** a fee of Twenty One Thousand Eight Hundred Thirty Seven and 26/100 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 April 10, 2007 (R-2007-0462)/Renewal dated March 11, 2008 (R-2008-0310), and;

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

**RE: A STREET PAVING AND DRAINAGE PROJECT, M.S.T.U. DISTRICT "C"**

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 & Comptroller

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

**S E A L**

**Approved as to Terms & Conditions:**

By: Charles Rich  
Engineer

**Approved as to form and legal  
sufficiency:**

By: \_\_\_\_\_  
County Attorney

**CONSULTANT:**

**Civil Design, Inc.  
a Florida Corporation**

BY: T. Jeff Kompeter, P.E.  
Its President

**CORPORATE SEAL**

**ATTEST:**

Todd McLeod  
By: \_\_\_\_\_  
(Printed Name)

Todd McLeod  
(Signature)

By: Gabe Burden  
(Printed Name)

Gabe Burden  
(Signature)



**CIVIL DESIGN, INC.**  
ENGINEERING CONSULTANTS

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EXHIBIT "A"

August 5, 2008

Mr. Michael Marquis, P.E.  
Palm Beach County Engineering & Public Works Department  
Engineering Services Division  
2300 N. Jog Road, Vista Center – 3<sup>rd</sup> Floor  
West Palm Beach, FL 33411

Re: A Street (PBC Project #2006132) – MSTU District C  
West Palm Beach, Florida (S19/T44S/R43E)

Dear Mr. Marquis:

Pursuant to our discussions, please find below a task list and lump sum fee proposal for the subject work to be performed under our annual contract for MSTU engineering services with Palm Beach County (PBC).

**Project Description:**

Project consists of the surveying, design and permitting of approximately 600 linear feet of roadway and drainage improvements along A Street from its west terminus at Kirk Road to its east terminus prior to Corrigan Drive.

**Basis of Scope & Scope of Services (by Task and Activity):**

**Task 1** includes field survey of the project by our subconsultant Keshavarz & Associates, Inc. Work includes the following:

1. Establish the base line control and identify stationing.
2. Stations will be set at 100 foot intervals.
3. Obtain location of first catch basin north of A Street and first catch basin south of A Street depicting rims, inverts and pipe sizes.
4. The survey will contain vertical control pursuant to 3<sup>rd</sup> order level circuit based on Palm Beach County's Vertical Control Network.
5. Cross sections will be obtained at each property line, but not more than 100 foot intervals, and will include up to 20 feet on either side of the right-of-way. Seven total cross sections are assumed.
6. Topography will be obtained and project tie-in will be performed.
7. Reference control points will be set for horizontal and vertical control for construction plans.

**Task 2** includes engineering design services required to produce construction plans ready for permitting by those Authorities Having Jurisdiction (AHJ's) over the project. This task includes the following:

1. Consultant will coordinate the work of its subconsultant and attend meetings with Palm Beach County staff to review plans at each submittal stage. Up to three meetings are anticipated in this activity.
2. Consultant will make one site visit to verify existing conditions.
3. Consultant will coordinate utilities will add franchise utility information to drawings as provided by the respective utility so that conflicts can be coordinated and minimized.



**CIVIL DESIGN, INC.**  
ENGINEERING CONSULTANTS

August 5, 2008  
Mr. Michael Marquis, P.E.  
A Street - PBC Project No. 2006132  
Page 2 of 4

4. Consultant will prepare a cover sheet for the project plan set that will include project location map, governing standard references, index, legend, project length and engineer's certification. One sheet is anticipated for this activity.
5. Typical section/detail sheets will be prepared to include a typical road section for the road improvements and applicable Palm Beach County details. Two sheets are anticipated for this activity.
6. A specification and quantity sheet, including summary of quantities, will be prepared. Activity includes preparing a plan take-off of quantities to complete the summary of pay items table. One sheet is anticipated for this activity.
7. Plan and profiles sheets will be prepared identifying the proposed improvements. Plans will include up to 600 linear feet each (6 stations) and are expected to be prepared at 1"=20' for 24"x36" plans sheets. Two sheets are anticipated for this activity.
8. A construction control sheet will be prepared depicting the survey reference data by station, offset, description and elevation. One sheet is anticipated for this activity.
9. An engineer's opinion of probable construction costs will be prepared utilizing the summary of quantities obtained from the design plans and recent bid unit price information.

**Task 3** includes permitting services required to produce construction plans ready for construction by those Authorities Having Jurisdiction (AHJ's) over the project. Consultant will respond to usual and customary requests for additional information from these AHJ's. This task includes the following:

1. Plans and calculations approval is anticipated to be approved under the south Florida Water Management District "No-Notice" General Environmental Resource permit criteria. There is a \$100 permit fee for this permit application.
2. The site is within the limits of the Lake Worth Drainage District and as such, a permit application will not be submitted. There is a \$1,000 fee for this permit application.

**Project Schedule:**

It is anticipated that the survey (Task 1) can be completed within 30 days of the Notice to Proceed (NTP) and that plan preparation (Task 2) can be completed within 90 days thereafter (120 days from NTP). Permitting (Task 3) is anticipated to take 90 days after completion of Task 2, however, the approval of permit applications is outside the Consultant's control.

**Professional Service Fees:**

**Additional Services (by Subconsultant):**

Task 1	Additional Services (by Keshavarz & Associates, Inc.).....	\$5,076.00 Lump Sum
	<b>Total Additional Services.....</b>	<b>\$5,076.00 Lump Sum</b>





**CIVIL DESIGN, INC.**  
ENGINEERING CONSULTANTS

August 5, 2008  
Mr. Michael Marquis, P.E.  
A Street - PBC Project No. 2006132  
Page 3 of 4

**Basic Services (by Prime Consultant):**

Task 2	Basic Services (by Civil Design, Inc.).....	\$12,144.30 Lump Sum
Task 3	Basic Services (by Civil Design, Inc.).....	\$3,516.96 Lump Sum
<b>Total Basic Services.....</b>		<b>\$15,661.26 Lump Sum</b>

**Reimbursable Services (Permit Application & Governmental Fees):**

Task 3	SFWMD No-Notice ERP (by Civil Design, Inc.).....	\$100.00 Lump Sum
Task 3	Lake Worth Drainage District (by Civil Design, Inc.).....	\$1,000.00 Lump Sum
<b>Total Reimbursable Services.....</b>		<b>\$1,100.00 Lump Sum</b>

**Total..... \$21,837.26 Lump Sum**

**Project Limitations and Assumptions:**

Services to be provided by Consultant are predicated upon and subject to the following conditions:

1. Survey work will be subcontracted to Keshavarz & Associates, Inc.
2. Plan submittals will be prepared and submitted at the 35%, 65% and 100% stages for PBC review.
3. Design is based on providing water quality in roadside swales with raised inlets and driveways.
4. There are no offsite improvements (i.e. upsizing existing facilities) anticipated in this Agreement.
5. Details sufficient to construct the project will be referenced or provided on the plans. Therefore, preparation of technical specifications is not included in this scope of services.
6. Construction observation services are not included in this scope of services.
7. Project will be billed as completed through the billing period at each deliverable stage. The attached lump sum fee proposal is provided for information and the rates are based on our approved PBC MSTU annual agreement.
8. In the event that SFWMD determined that project does not comply with the No-Notice permit criteria, additional permitting fees will be required to apply for a different permit.

If the above, and the attached spreadsheet, meet with your approval, we are ready to commence work on this project upon your notice to proceed. Please do not hesitate to contact me with any questions.

Sincerely,

T. Jeff Trompeter, P.E.  
President



**CIVIL DESIGN, INC.**  
ENGINEERING CONSULTANTS

August 5, 2008  
Mr. Michael Marquis, P.E.  
A Street - PBC Project No. 2006132  
Page 4 of 4

*Lump Sum Fee Quotation Proposal*

County Project No. 2006132      Project Name: A Street

Keshavarz & Associates, Inc. - Surveying Sub-Consultant		Professional Surveyor & Mapper		Survey AutoCAD Technician		Survey Field Crew		Task Subtotal
Task / Activity		Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	
<b>Task 1: Surveying Services</b>								
1.	Base Line Control	2	\$ 108.00			3	\$ 135.00	\$621.00
2.	Set Stations at 100' Intervals (20)	1	\$ 108.00			2	\$ 135.00	\$378.00
3.	Obtain locations of catch basins north & south of A Street depicting rims, inverts, pipe sizes.	0.5	\$ 108.00			2	\$ 135.00	\$324.00
4.	3rd Order Level Circuit Based on PBC Vertical Control Network	1	\$ 108.00			4	\$ 135.00	\$648.00
5.	Cross Sections at each property line, no more than 100' Intervals (20 each)	1	\$ 108.00			4	\$ 135.00	\$648.00
6.	Topographical & Tie-In Requirements	3	\$ 108.00			12	\$ 135.00	\$1,944.00
7.	Setting Reference for Horizontal & Vertical Control for Construction Plans	1	\$ 108.00			3	\$ 135.00	\$513.00
<b>Subtotal - Task 1</b>		<b>9.5</b>				<b>30</b>		<b>\$5,076.00</b>
Civil Design, Inc. - Engineering Consultant		Project Manager		Project Engineer		Engineering AutoCAD Technician		Task Subtotal
Task / Activity		Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	
<b>Task 2: Engineering Design Services</b>								
1.	Meetings & Coordination	4	\$ 139.14	4	\$ 102.75	0	\$ 47.49	\$967.56
2.	Site Visits	0	\$ 139.14	2	\$ 102.75	0	\$ 47.49	\$205.50
3.	Utility Coordination	0	\$ 139.14	2	\$ 102.75	2	\$ 47.49	\$308.48
4.	Cover Sheet (1 sheet)	0	\$ 139.14	1	\$ 102.75	4	\$ 47.49	\$292.71
5.	Typical Section/Details (2 sheets)	1	\$ 139.14	4	\$ 102.75	8	\$ 47.49	\$938.06
6.	Specifications, Take-off & Quantities (1 sheet)	1	\$ 139.14	4	\$ 102.75	4	\$ 47.49	\$748.10
7.	Roadway Plans & Profiles (5 sheets @ 1"-20' full size)	0	\$ 139.14	16	\$ 102.75	32	\$ 47.49	\$3,163.68
8.	Driveway Profiles (36 driveways)	0	\$ 139.14	16	\$ 102.75	32	\$ 47.49	\$3,163.68
9.	Cross Sections (28 sections)	0	\$ 139.14	10	\$ 102.75	20	\$ 47.49	\$1,977.30
10.	Construction Control Sheets (2 sheets)	0	\$ 139.14	1	\$ 102.75	2	\$ 47.49	\$197.73
11.	Cost Estimate	0	\$ 139.14	2	\$ 102.75	0	\$ 47.49	\$205.50
<b>Subtotal - Task 2</b>		<b>6</b>		<b>62</b>		<b>104</b>		<b>\$12,144.30</b>
Civil Design, Inc. - Engineering Consultant		Project Manager		Project Engineer		Engineering AutoCAD Technician		Task Subtotal
Task / Activity		Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	
<b>Task 3: Engineering Permitting Services</b>								
1.	Notice ERP Confirmation Letter - \$100 Application Fee)	4	\$ 139.14	8	\$ 102.75	8	\$ 47.49	\$1,758.48
2.	Lake Worth Drainage District (MSTU Permit - \$1,000 Application Fee)	4	\$ 139.14	8	\$ 102.75	8	\$ 47.49	\$1,758.48
<b>Subtotal - Task 3</b>		<b>8</b>		<b>16</b>		<b>16</b>		<b>\$3,516.96</b>

Keshavarz & Associates, Inc. (Surveying) Subtotal: \$5,076.00  
Civil Design, Inc. (Design & Permitting) Subtotal: \$15,661.26  
Reimbursable (Permitting Fees) Subtotal: \$1,100.00  
**Total Lump Sum Fee: \$21,837.26**



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

for

**PALM BEACH COUNTY PROJECT**

**M.S.T.U. DISTRICT 'C'**

**STREET IMPROVEMENTS**

**"A" Street  
from Kirk Road East to End**

**630 L.F. - Total Roadway Length**

**7/30/2008**

**ROADWAYS 600+/- LF**

**Palm Beach County STREET ATLAS page 80  
REDI-ATLAS page 240  
SEC 19 TWP 44S RGE 43E**

**KESHAVARZ & ASSOCIATES, INC.**  
**MSTU District 'C' - "A" Street**  
 from Kirk Road East to End

July 30, 2008

630 L.F.

<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	3.0	2.0
Set Stations at 100' Intervals (7)	2.0	1.0
Obtain location of 1st catch basin north of "A" Street and 1st catch basin south of centerline of "A" St depicting rims, inverts and pipe sizes	2.0	0.5
3rd Order Level Circuit based on PBCo Vertical Control Network	4.0	1.0
Cross Sections @ each property line, no more than 100' separation (7)	4.0	1.0
Topographical and Tie-In Requirements	12.0	3.0
Set Reference Control for Horizontal and Vertical Construction Control	3.0	1.0
<b>TOTAL Hours</b>	<b>30.0</b>	<b>9.5</b>
<b>FEE Estimate</b>	<b>\$4,050.00</b>	<b>\$1,026.00</b>
<b>TOTAL SURVEY</b>	<b>\$5,076.00</b>	

**RE: A STREET, M.S.T.U. DISTRICT 'C'**

**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**

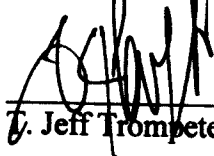
By entering into this Agreement, the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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

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.



J. Jeff Trompeter, P.E., President

**EXHIBIT C**

**PARTICIPATION FOR M/WBE CONSULTANTS**

PROJECT NAME: A STREET PAVING AND DRAINAGE PROJECT -TASK

PROJECT NUMBER: 2006132

NAME OF PRIME CONSULTANT: CIVIL DESIGN, INC..

TELEPHONE NUMBER: 561-659-5760

CONTACT PERSON: T. JEFF TROMPETER, P.E., PRESIDENT

DEPARTMENT: ENG. & PUBLIC WORKS/ENG. SERVICES

AGREEMENT DATE: ANNUAL M.S.T.U. DISTRICTS A-E AGREEMENT  
DATED 4/1007 (R-2007-0462)/RENEWAL DATED 3/11/08 (R-2008-0310)

Name, Address and Telephone Number of Minority Consultant	Services Provided	Contract Amount				
		SBE	Black	Hispanic	Other	Women
1. Civil Design, Inc. 120 S. Olive, Suite 403 West Palm Beach, FL 33401 Phone: 659-5760	Engineering/Permitting	<b>\$16,761.26</b>	\$ _____	\$ _____	\$ _____	\$ _____
2. Keshavarz & Associates, Inc.  711 N. Dixie Highway, Suite 201 West Palm Beach, FL 33401 561-689-8600	Surveying Services	\$ _____	\$ _____	\$ _____	<b>\$5,076.00</b>	\$ _____
<b>TOTAL</b>		<b>\$16,761.26</b>	\$ _____	\$ _____	<b>\$5,076.00</b>	\$ _____

**TASK AGREEMENT AMOUNT: \$ 21,837.26**

**TOTAL % S/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)

301 N. Olive Avenue, 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. Jeff Trompeter, P.E., President

FROM: Civil Design, Inc.  
SUB-CONSULTANT (Prime if SBE or M/WBE)

120 S. Olive Avenue, Suite 403, West Palm Beach, FL 33401  
(ADDRESS)

561-652-5769  
(TELEPHONE No.)

561-652-5772  
(FAX No.)

CONTACT PERSON: Jeff Trompeter, P.E.

TITLE: President EMAIL: jtrompeter@civil-design.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: Engineering design & permitting related services

2. \*\* SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 76.8%

*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: A Street Project No.: 2006132

Civil Design, Inc.  
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

T. Jeff Trompeter, P.E., President  
(PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:  August 5, 2008  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

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

TO: Civil Design, Inc.  
(NAME OF PRIME CONSULTANT)

120 S. Olive Ave., Suite 403, 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: Maziar Keshavarz, P.E., President

FROM: Keshavarz & Associates, Inc.  
SUB-CONSULTANT (Prime if SBE or M/WBE)

711 North 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  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: Surveying related services

2. \*\* SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 23.2 %

*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: A Street Project No.: 2006132

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] 8/5/08  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)



**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:

There are no known conflicts of interest.

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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 T. Jeff Trompeter, as  
(Name of Individual)

President, of Civil Design, 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)

August 5, 2008  
(Date)

**ACORD**

DATE OF ISSUE  
01/01/00

**PRODUCER**  
Am Risk Services South, Inc.  
The Am Risk Services, Inc. of Tennessee  
501 Corporate Centre Drive  
Suite 300  
Franklin TN 37067 USA

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.

PHONE (800) 283-7122 FAX (615) 953-5300

INSURERS AFFORDING COVERAGE		NAC#
INSURER A:	Greenwich Insurance Company	27302
INSURER B:	XL Specialty Insurance Co	37000
INSURER C:		
INSURER D:		
INSURER E:		

**INSURED**  
ARCADES U.S., INC.  
630 Plaza St Ste 200  
Highlands Ranch CO 80129-2379 USA

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.

LIMITS SHOWN ARE AS REQUESTED

LINE	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
					DESCRIPTION	AMOUNT
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> NEXT <input checked="" type="checkbox"/> PER-ACC <input checked="" type="checkbox"/> LOC	ACC00075006 General Liability	01/01/00	01/01/00	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> BODILY PROPERTY DAMAGE <input type="checkbox"/> PRODUCTS & COMMODITY <input type="checkbox"/> GENERAL AGGREGATE <input type="checkbox"/> PRODUCTS-COMMODITY AGG	\$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000 \$2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> TRIP AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACC00075006 Auto (AM) ACC00171994 Pass Auto	01/01/00	01/01/00	<input type="checkbox"/> OWNED VEHICLE LIABILITY (Bodily Inj) <input type="checkbox"/> BODILY INJURY (For passengers) <input type="checkbox"/> BODILY INJURY (For others) <input type="checkbox"/> PROPERTY DAMAGE (For others) <input type="checkbox"/> AUTO-ONLY - BODILY INJURY <input type="checkbox"/> AUTO-ONLY: BODILY INJURY <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> AGGREGATE	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> AGGREGATE	
	<input type="checkbox"/> BUSINESS VEHICLE LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE				<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> AGGREGATE	
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY EMPLOYER / PARTNER / EXECUTIVE OFFICERS/BOARDER INCLUDED Sys. double rate SPECIAL PREMIUMS below	W0949518302 Workers Compensation W0949518702 State of Wisconsin	01/01/00	01/01/00	<input checked="" type="checkbox"/> MC BAIL <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> BODILY INJURY	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
	OTHER					

DESCRIPTION OF OPERATION, LOCATION, VEHICLE DESCRIPTIONS AS REQUIRED BY THE ABOVE POLICIES:  
 RE: Engineering Design Services for all 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 named as Additional Insureds as to General Liability and Automobile Liability. The General Liability and Automobile

Palm Beach County  
 Attn: Jason Dean  
 2300 North Jog Road  
 West Palm Beach FL 33411 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURED HEREBY WILL BE RESPONSIBLE TO MAIL TO THAT CARRIER WITHIN 30 DAYS OF THE CANCELLATION DATE A COPY OF THE POLICY. IT WILL BE THE RESPONSIBILITY OF THE INSURED TO MAINTAIN THE POLICY IN FULL FORCE AND EFFECT AT ALL TIMES. THE INSURED WILL BE RESPONSIBLE FOR THE COST OF ANY KIND OF THE POLICY, ITS AGENTS OR REPRESENTATIVE.

AUTHORIZED REPRESENTATIVE: *Am Risk Services, Inc. of Tennessee*

Policy Number: 5702001145  
 Certificate No: 5702001145

**Attachment to ACORD Certificate for ARCACES U.S., INC.**  
 The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**  
 ARCACES U.S., INC.  
 630 Plaza Dr Ste 200  
 Highlands Ranch CO 80129-2379 USA

INSURER
INSURER
INSURER
INSURER
INSURER

**ADDITIONAL POLICIES** If a policy below does not include full information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSURER	APPL. FORM	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

**DESCRIPTION OF COVERAGE**  
 Liability policies certified herein are primary to other insurance available to the certificate holder, but only to the extent required by written contract with the insured, and always subject to the policy terms, conditions and exclusions. Waiver of Subrogation is granted in favor of the Additional Insured referring to General, Automobile Liability and Workers Compensation as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions. Cancellation provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

**ACORD**

DATE (MM/DD/YYYY)  
06/04/2008

Ass Risk Services South, Inc.  
fka Ass Risk Services, Inc. of Tennessee  
501 Corporate Centre Drive  
Suite 300  
Franklin TN 37067 USA

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.

PHONE-(866) 283-7122

FAX-(847) 953-5389

INSURERS AFFORDING COVERAGE		NASC #
INSURER A:	Lexington Insurance Company	19437
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

INSURED  
ARCADES U.S., Inc.  
630 Plaza Dr Ste 200  
Highlands Ranch CO 80129-2379 USA

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.

TYPE	CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE/PERIOD	POLICY EXPIRATION DATE/PERIOD	LIMITS SHOWN ARE AS REQUESTED	
						PER OCCURRENCE	AGGREGATE
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MEDICAL EXPENSES (Per occurrence) VERGILIA & ADV FEE GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
		<b>Garage Liability</b> <input type="checkbox"/> ANY AUTO				AUTO-ONLY - EA ACCIDENT OTHER THAN AUTO-ONLY: EA ACC AGG	
		<b>Pollution/Air/Water Liability</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE	
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/BOARDER EXCLUDED If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> NC STAT-UTORY LIMITS <input type="checkbox"/> OTHER ALL DISEASE-EA EMPLOYER ALL DISEASE-POLICY LIMIT	
A		OTHER Contractor Poll	5786461 Prof Liab - Contractors	06/01/08	06/01/09	Each Claim \$5,000,000 Annual Aggregate \$5,000,000	

DESCRIPTION OF OPERATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Re: Engineering Design Services  
 Palm Beach County Board of County Commissioners, a Political Subdivision of the state of Florida, its officers, Employees, and Agents are added as additional Insureds on the Pollution Liability policy as respects Liability

Palm Beach County  
 Attn: JaeAnn Dean  
 2300 North Jog Road  
 West Palm Beach FL 33411 USA

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 PROMPT 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  
 Ass Risk Services, Inc. of Tennessee

Certificate No: 570028030645  
 Issued Month:

**Attachment to ACORD Certificate for ACCORD U.S., Inc.**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insured(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**  
 ACCORD U.S., Inc.  
 630 Plaza Dr Ste 200  
 Highlands Ranch CO 80120-2379 USA


**ADDITIONAL POLICIES** If a policy below does not include such information, refer to the corresponding policy on the ACORD certificate form for policy limits.

TYPE OF DAMAGE	POLICY NUMBER	POLICY PERIOD	POLICY LIMITS	POLICY COVERAGE	POLICY EXCLUSIONS	OTHER
OTHER						
<input checked="" type="checkbox"/> Claims-made						
<input checked="" type="checkbox"/> Professional Liability						
<input checked="" type="checkbox"/> and Contractors						
<input checked="" type="checkbox"/> Pollution Liability						

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/PERSONS AFFECTED BY THIS CONTRACT/SPECIAL PROVISIONS**  
 arising out of activities by, or on behalf of the named Insured for this project.

Prior acts (Retros) of January 1, 1958 applies to this contract for the Professional Liability and September 26, 2000 for the Pollution Liability coverage.

For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

Cancellation provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

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

**FUND MSTU District C**

**BGEX**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/08	REMAINING BALANCE
<b><u>A STREET/KIRK ROAD-CORRIGON DRIVE</u></b>								
3508-365-S199-6505	Design/Eng/Mgmt-CIP Admin	0	0	27,338	0	27,338	0	27,338
<b><u>RESERVES</u></b>								
3508-365-9900-9919	Res-St & Dmg Improve	1,073,815	1,073,815	<u>0</u>	<u>27,338</u>	1,046,477		
				27,338	27,338			

**SIGNATURE**

**DATE**

**By Board of County Commissioners  
At Meeting of 10/21/08**

Engineering & Public Works

\_\_\_\_\_ *[Signature]* \_\_\_\_\_

\_\_\_\_\_ 9/21/08 \_\_\_\_\_

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

**Deputy Clerk to the  
Board of County Commissioners**