

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

## Page 1 of 2

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$132,273	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$132,273	-0-	-0-	-0-	-0-

# ADDITIONAL FTE

POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X.

Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

Unincorporated Improvement Fund  
Reserves

Wallis Rd, Sunbeam Ave, 1<sup>st</sup> thru 3rd Sts

Basic Services		\$ 74,960.25
Reimbursables		\$ 44,112.50
Authorization		\$119,072.75
Staff Charges	- Roadway Production	\$ 1,200.00
	- Engineering Services	\$ 12,000.00
Fiscal Impact		\$132,272.75

C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

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

Jim D. [Signature] 3-31-09  
OFMB  
3/30/09  
5/31/09

[Signature] 3/31/09  
Contract Dev. and Control

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

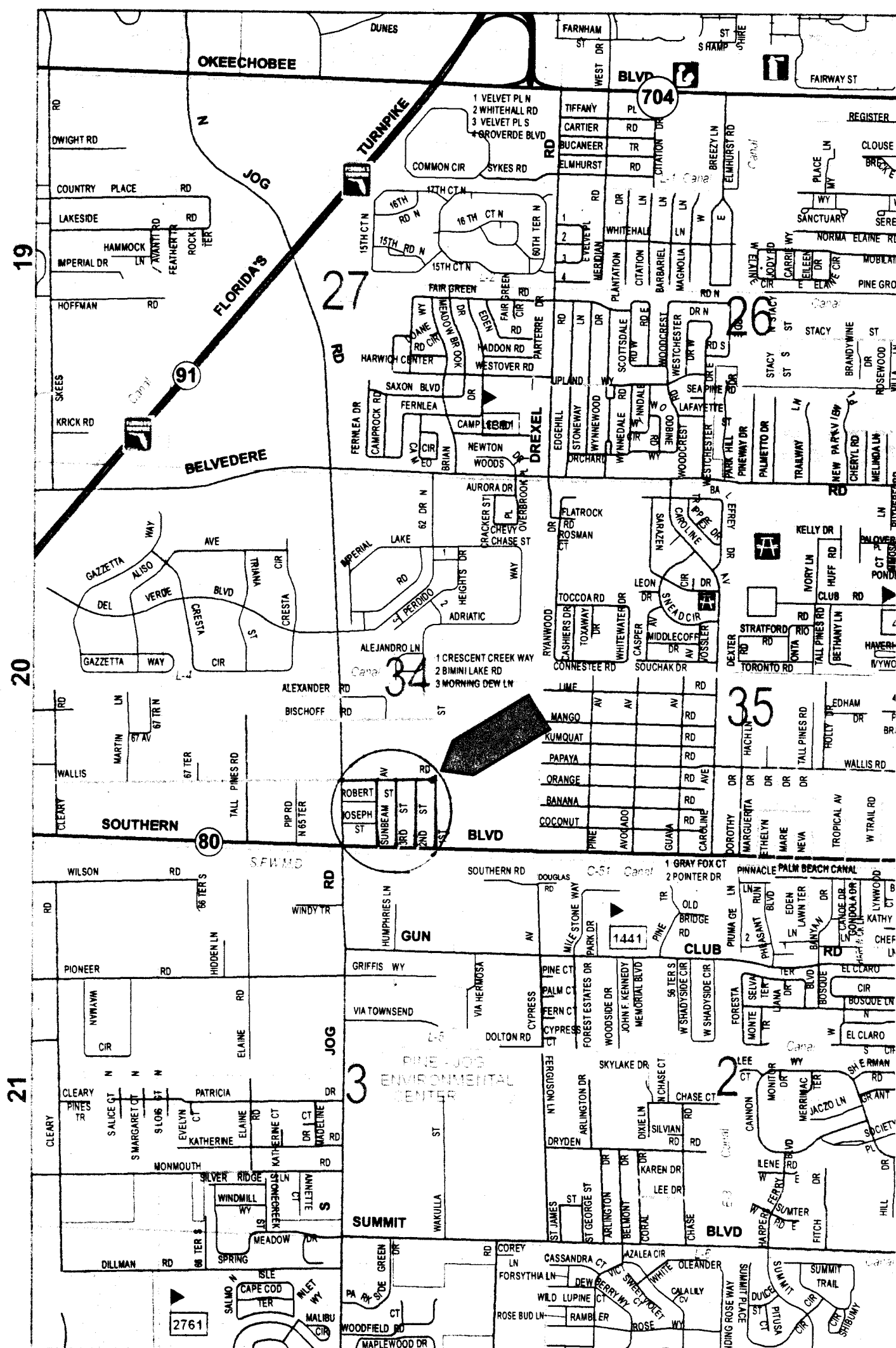
Monroe [Signature] 4/1/09  
Assistant County Attorney

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.



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**TASK TO ANNUAL M.S.T.U DISTRICTS A THROUGH E SERVICES AGREEMENT  
BETWEEN PALM BEACH COUNTY**

**AND**

**CIVIL DESIGN INC.**

**FOR PROFESSIONAL CIVIL ENGINEERING SERVICES**

**FOR**

**WALLIS ROAD, SUNBEAM AVENUE, 1<sup>ST</sup>, 2<sup>ND</sup>, 3<sup>RD</sup> STREETS – MSTU DISTRICT C  
PROJECT NO. 2005135**

**PALM BEACH COUNTY, FLORIDA**

**THIS TASK TO ANNUAL AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Palm Beach County, hereinafter called the **COUNTY**, and **Civil Design, Inc.** a Florida Corporation with an address of 120 South 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), renewed on March 11, 2008 (R-2008-0310) whereby the **CONSULTANT** was retained to furnish certain professional services required for **General Civil Engineering Services** on an annual basis. It is now necessary to acquire engineering, surveying, geotechnical, permitting, and printing services for the **Wallis Road, Sunbeam Avenue, and 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Streets Improvements– MSTU District C** within Palm Beach County, Florida (hereinafter called the **PROJECT**); and

RE: Wallis Road, Sunbeam Avenue, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Streets – MSTU District C Project Number 2005135

WHEREAS, the COUNTY now desires the CONSULTANT to perform engineering, surveying, geotechnical, permitting, and printing 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 \$74,960.25 for engineering services, plus reimbursable expenses of \$44,112.50 for surveying, geotechnical, permitting and printing, totaling \$119,072.75, as outlined by the prime consultant in their proposal originally dated January 22, 2009, 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 Minority/Women Business Enterprise (S/M/WBE) Participation as described in Exhibit "C" of the Agreement, and Letters of Interest as described in Exhibit "D".
4. The COUNTY agrees to pay the CONSULTANT a fee of One Hundred Nineteen Thousand Seventy Two Hundred and 75/100 dollars, which includes fees paid to subconsultants as outlined in Exhibit "A".
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.
6. The CONSULTANT agrees to the Conflict of Interest Disclosure form, as outlined in Exhibit "E".

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated April 10, 2007 (R-2007-0462), renewed on March 11, 2008 (R-2008-0310), and;

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

RE: Wallis Road, Sunbeam Avenue, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Streets – MSTU District C

Project No.2005135

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: \_\_\_\_\_  
John F. Koons, Chairman

CONSULTANT:

Civil Design, Inc.  
a Florida Corporation

BY: \_\_\_\_\_  
T. Jeff Trompeter  
Its President

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

C O R P O R A T E   S E A L

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

WITNESS:

By: Todd McLeod  
(Printed Name)  
Todd McLeod  
Signature

By: Gabe Burden  
(Printed Name)  
Gabe Burden  
Signature



**CIVIL DESIGN, INC.**  
ENGINEERING CONSULTANTS

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January 22, 2009

Mr. Mark Sinkhorn, 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: Wallis Road, Sunbeam Avenue, and 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Streets  
MSTU District C  
West Palm Beach, Florida (S34/T43S/R42E)

Dear Mr. Sinkhorn:

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 4,810 linear feet of roadway and drainage improvements (including offsite drainage improvements) as follows:

1. Wallis Road from Sunbeam Avenue to 1<sup>st</sup> Street ( $\pm$  870 LF)
2. Sunbeam Avenue from Southern Boulevard to Wallis Road ( $\pm$  850 LF)
3. 3<sup>rd</sup> Street from Southern Boulevard to Wallis Road ( $\pm$  875 LF)
4. 2<sup>nd</sup> Street from Southern Boulevard to Wallis Road ( $\pm$  885 LF)
5. 1<sup>st</sup> Street from Southern Boulevard to Wallis Road ( $\pm$  900 LF)
6. OFFSITE: Wallis Road from Jog Road to Sunbeam Avenue ( $\pm$  430 LF)

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

**Task 1** 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 (3) 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.
4. Consultant will prepare hydraulic calculations for pipe sizing and surface water management calculations for water quality treatment requirements.
5. 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 (1) sheet is anticipated for this activity.
6. Typical section/detail sheets will be prepared to include a typical road section for the road improvements and applicable Palm Beach County details. Two (2) sheets are anticipated for this activity.
7. A specification and quantity sheet, including summary of quantities, will be prepared. Activity



**CIVIL DESIGN, INC.**  
ENGINEERING CONSULTANTS

January 22, 2009  
Mr. Mark Sinkhorn, P.E.  
Wallis Road, Sunbeam Avenue, and 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup>  
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includes preparing a plan take-off of quantities to complete the summary of pay items table. One sheet is anticipated for this activity.

8. Plan and profiles sheets (plan and accompanying profile on each sheet) 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. Ten (10) sheets are anticipated for this activity.
9. Driveway profiles will be prepared for each driveway location depicting the existing and proposed driveway profiles. Eighty-two (82) driveways are anticipated for this activity.
10. Roadway cross sections will be prepared at each station depicting the existing and proposed vertical information. Fifty (50) cross sections are anticipated for this activity.
11. A construction control sheet will be prepared depicting the survey reference data by station, offset, description and elevation. Two (2) sheets are anticipated for this activity.
12. 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 2** includes permitting services required to produce construction plans ready for construction by those 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. The site is within the limits of the Lake Worth Drainage District and as such, a permit application will be submitted.

**Reimbursable Services (by Task and Activity):**

**Task 3** includes a \$1,000 fee for the Lake Worth Drainage District permit application referenced in Task 2, Item 1.

**Task 4** includes field survey of the project by our subconsultant Keshavarz & Associates, Inc. Work includes the following:

**Onsite Work (see Project Description above):**

1. Establish the base line control and identify stationing.
2. Stations will be set at 100 foot intervals. Fifty (50) stations are assumed.
3. The survey will contain vertical control pursuant to 3<sup>rd</sup> order level circuit based on Palm Beach County's Vertical Control Network.
4. 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. Fifty (50) total cross sections are assumed.
5. Topography will be obtained and project tie-in will be performed. Trees within the right-of-way and 10 foot outside of the right-of-way will also be located and depicted on the survey.
6. Reference control points will be set for horizontal and vertical control for construction plans.

**Offsite Work - Wallis Road from Jog Road East to Sunbeam Avenue (430 LF):**

7. Establish the base line control and identify stationing.
8. Stations will be set at 100 foot intervals. Five (5) stations are assumed.
9. The survey will contain vertical control pursuant to 3<sup>rd</sup> order level circuit based on Palm Beach County's Vertical Control Network.
10. 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. Five (5) total cross sections are assumed.





**CIVIL DESIGN, INC.**  
ENGINEERING CONSULTANTS

January 22, 2009  
Mr. Mark Sinkhorn, P.E.  
Wallis Road, Sunbeam Avenue, and 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup>  
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11. Topography will be obtained and project tie-in will be performed. Trees within the right-of-way and 10 foot outside of the right-of-way will also be located and depicted on the survey.
12. Upstream and downstream drainage structures along Jog Road will be located and survey information will be provided.
13. Reference control points will be set for horizontal and vertical control for construction plans.

**Task 5** includes geotechnical investigations of the project by our subconsultant Dunkelberger Engineering & Testing, Inc. Work includes an evaluation of the soils hydraulic conductivity of the upper 6+/- feet of the soil profile components at four (4) locations throughout the project. Testing for hydraulic conductivity will utilize usual, open hole, constant head methodology. This testing methodology is preferred by the South Florida Water Management District for determination of hydraulic conductivity since it mimics, to some degree, the operational conditions of exfiltration trenches.

**Project Schedule:**

It is anticipated that the reimbursable services (survey services and geotechnical investigations) can be completed within 45 days of the Notice to Proceed (NTP) and that plan preparation (Task 1) can be completed within 120 days thereafter (165 days from NTP). Permitting (Task 2) 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:**

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

Task 1	Basic Services (by Civil Design, Inc.).....	\$73,069.05 Lump Sum
Task 2	Basic Services (by Civil Design, Inc.).....	\$1,891.20 Lump Sum
Total Basic Services.....		\$74,960.25 Lump Sum

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

Task 3	Lake Worth Drainage District (by Civil Design, Inc.) .....	\$1,000.00 Lump Sum
Task 4	Additional Services (by Keshavarz & Associates, Inc.).....	\$41,512.50 Lump Sum
Task 5	Additional Services (by Dunkelberger Engineering & Testing, Inc.) ....	\$1,600.00 Lump Sum
Total Reimbursable Services .....		\$44,112.50 Lump Sum

Total ..... \$119,072.75 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. Geotechnical work will be subcontracted to Dunkelberger Engineering & Testing, Inc.
3. Plan submittals will be prepared and submitted at the 35%, 65%, and 95% stages for PBC review. Final deliverable will be submitted at 100% plans.
4. Design is based on providing water quality in roadside swales with raised inlets and driveways, when possible, and exfiltration trench when swales are not available.



**CIVIL DESIGN, INC.**  
ENGINEERING CONSULTANTS

January 22, 2009

Mr. Mark Sinkhorn, P.E.

Wallis Road, Sunbeam Avenue, and 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup>

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5. It is anticipated that the drainage outfall for this project will extend along Wallis Road, west of Sunbeam Avenue, connecting to the Jog Road drainage system. This may result in the upsizing of the existing drainage pipe in this offsite area and/or the addition of a drainage structure for the connection at Jog Road. However, no additional offsite drainage or roadway improvements are anticipated in this Agreement.
6. 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.
7. Construction observation services are not included in this scope of services.
8. 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.
9. Plan and calculation approval is anticipated to be within the South Florida Water Management District (SFWMD) "No-Notice" General Environmental Resource permit criteria. If it is determined during the design phase that this project does not comply with the No-Notice permit criteria, additional permitting design and reimbursable fees will be required to apply for a SFWMD Environmental Resource 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**

January 22, 2009  
Mr. Mark Sinkhorn, P.E.  
Wallis Road, Sunbeam Avenue, and 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup>  
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**Lump Sum Fee Quotation Proposal**

County Project No. TBD

Project Name: Wallis Road, Sunbeam Avenue, 1st, 2nd & 3rd Streets (\$4,380 LF)

Civil Design, Inc. - Engineering Consultant		Project Manager		Project Engineer		Engineering AutoCAD Technician		
Task / Activity		Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	Task Subtotals
Task 1: Engineering Design Services								
1.	Meetings & Coordination	6	\$ 139.14	0	\$ 102.75	0	\$ 47.49	\$834.84
2.	Site Visits	0	\$ 139.14	4	\$ 102.75	0	\$ 47.49	\$411.00
3.	Utility Coordination	0	\$ 139.14	8	\$ 102.75	8	\$ 47.49	\$1,201.92
	Hydraulic Pipe Sizing and Surface Water Management Calculations	2	\$ 139.14	12	\$ 102.75	0	\$ 47.49	\$1,511.28
5.	Cover Sheet (1 sheet)	0	\$ 139.14	1	\$ 102.75	8	\$ 47.49	\$482.67
6.	Typical Section/Details (2 sheets)	1	\$ 139.14	8	\$ 102.75	16	\$ 47.49	\$1,720.98
7.	Specifications, Take-off & Quantities (1 sheet)	2	\$ 139.14	12	\$ 102.75	12	\$ 47.49	\$2,081.16
8.	Roadway Plans & Profiles (10 sheets @ 1"=20' full size)	40	\$ 139.14	120	\$ 102.75	320	\$ 47.49	\$33,092.40
9.	Driveway Profiles (82 driveways)	16	\$ 139.14	82	\$ 102.75	164	\$ 47.49	\$18,440.10
10.	Cross Sections (50 sections)	12	\$ 139.14	50	\$ 102.75	100	\$ 47.49	\$11,556.18
11.	Construction Control Sheets (2 sheets)	0	\$ 139.14	4	\$ 102.75	8	\$ 47.49	\$790.92
12.	Cost Estimate	1	\$ 139.14	6	\$ 102.75	4	\$ 47.49	\$945.60
Subtotal - Task 1		80		307		640		\$73,069.05
Task 2: Engineering Permitting Services								
1.	LWDD Drainage Permit (MSTU Permit - \$1,000 Application Fee)	2	\$ 139.14	12	\$ 102.75	8	\$ 47.49	\$1,891.20
Subtotal - Task 2		2		12		8		\$1,891.20



**CIVIL DESIGN, INC.**  
**ENGINEERING CONSULTANTS**

January 22, 2009  
Mr. Mark Sinkhorn, P.E.  
Wallis Road, Sunbeam Avenue, and 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup>  
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Reimbursable Services							
Task 3: Engineering Permitting Services							
1.	LWDD Drainage Permit - \$1,000 Application Fee	1	\$ 1,000.00				\$1,000.00
Subtotal - Task 3		1					\$1,000.00
Keshavarz & Associates, Inc. - Surveying Sub-Consultant		Professional Surveyor & Mapper		Survey AutoCAD Technician		Survey Field Crew	
Task / Activity		Hours	Hourly Rate	Hours	Hourly Rate	Hours	Task Subtotals
Task 4: Surveying Services							
Onsite							
1.	Base Line Control	11	\$ 108.00			44	\$ 135.00 \$7,128.00
2.	Set Stations at 100' Intervals (50)	9	\$ 108.00			36	\$ 135.00 \$5,832.00
3.	3rd Order Level Circuit Based on PBC Vertical Control Network	6	\$ 108.00			24	\$ 135.00 \$3,888.00
4.	Cross Sections at each property line, no more than 100' Intervals (50 each)	14	\$ 108.00			56	\$ 135.00 \$9,072.00
5.	Topographical & Tie-In Requirements	9	\$ 108.00			36	\$ 135.00 \$5,832.00
6.	Setting Reference for Horizontal & Vertical Control	8	\$ 108.00			32	\$ 135.00 \$5,184.00
Offsite - Wallis Road from Jog Road East to Sunbeam Avenue (430 LF)							
7.	Base Line Control	1	\$ 108.00			3	\$ 135.00 \$513.00
8.	Set Stations at 100' Intervals (5)	1	\$ 108.00			3	\$ 135.00 \$513.00
9.	3rd Order Level Circuit Based on PBC Vertical Control Network	0.5	\$ 108.00			3	\$ 135.00 \$459.00
10.	Cross Sections at each property line, no more than 100' Intervals (min 5)	1	\$ 108.00			2.5	\$ 135.00 \$445.50
11.	Topographical & Tie-In Requirements	2	\$ 108.00			8	\$ 135.00 \$1,296.00
12.	Locate Upstream & Downstream Drainage Structure along Jog Road	2	\$ 108.00			6	\$ 135.00 \$1,026.00
13.	Setting Reference for Horizontal & Vertical Control	0.5	\$ 108.00			2	\$ 135.00 \$324.00
Subtotal - Task 4		65				255.5	\$41,512.50
Dunkelberger Engineering & Testing, Inc. - Geotechnical Engineering Sub-Consultant		Project Manager		Project Engineer		Engineering AutoCAD Technician	
Task / Activity		No. of Tests	Rate Per Test				Task Subtotals
Task 5: Geotechnical Engineering Services							
1.	Hydraulic Conductivity Evaluation	4	\$ 400.00				\$1,600.00
Subtotal - Task 5		4					\$1,600.00

Civil Design, Inc. (Design & Permitting) Subtotal: \$74,960.25  
Reimbursable (Permitting Fees) Subtotal: \$1,000.00  
Keshavarz & Associates, Inc. (Surveying) Subtotal: \$41,512.50  
Dunkelberger Engineering & Testing, Inc. (Geotechnical) Subtotal: \$1,600.00  
Total Lump Sum Fee: \$119,072.75

**KESHAVARZ & ASSOCIATES, INC.**  
**MSTU District 'C' - Wallis Road**

October 20, 2008  
 REVISED December 17, 2008

**ON SITE**

From Sunbeam East to 1st St (870 LF), Sunbeam from Southern to Wallis (850 LF), 3rd St from Southern to Wallis (875 LF), 2nd St from Southern to Wallis (885 LF), and 1st St from Southern to Wallis (900 LF) TOTAL 4380 LF

<b>SURVEYING WORK ELEMENT</b>	<b>Survey Crew \$/hr</b>	<b>P.S.M. \$/hr</b>
	\$135.00	\$108.00
Base Line Control	44.0	11.0
Set Stations at 100' Intervals (50)	36.0	9.0
3rd Order Level Circuit based on PBCo Vertical Control Network	24.0	6.0
Cross Sections @ each property line, no more than 100' separation (min 50)	56.0	14.0
Topographical and Tie-in Requirements	36.0	9.0
Set Reference Control for Horizontal and Vertical Construction Control	32.0	8.0
<b>TOTAL Hours</b>	<b>228.0</b>	<b>57.0</b>
<b>FEE Estimate</b>	<b>\$30,780.00</b>	<b>\$6,156.00</b>
<b>TOTAL ON SITE SURVEY</b>	<b>\$36,936.00</b>	

**OFFSITE**

Wallis Rd from Jog Road East to Sunbeam Ave (430 LF)

<b>SURVEYING WORK ELEMENT</b>	<b>Survey Crew \$/hr</b>	<b>P.S.M. \$/hr</b>
	\$135.00	\$108.00
Base Line Control	3.0	1.0
Set Stations at 100' Intervals (5)	3.0	1.0
3rd Order Level Circuit based on PBCo Vertical Control Network	3.0	0.5
Cross Sections @ each property line, no more than 100' separation (min 5)	2.5	1.0
Topographical and Tie-in Requirements	8.0	2.0
Locate 1st upstream storm structure N of Wallis Rd & 1st down stream storm structure S of Wallis Rd along E side of Jog Rd to include all drainage structures & outfall pipes along S side of Wallis Rd between Sunbeam and Jog to include pipe sizes, direction and inverts on accessible structures	6.0	2.0
Set Reference Control for Horizontal and Vertical Construction Control	2.0	0.5
<b>TOTAL Hours</b>	<b>27.5</b>	<b>8.0</b>
<b>FEE Estimate</b>	<b>\$3,712.50</b>	<b>\$864.00</b>
<b>TOTAL OFF SITE SURVEY</b>	<b>\$4,576.50</b>	
<b>TOTAL ON SITE and OFF SITE SURVEY WORK ELEMENT</b>	<b>\$41,512.50</b>	

\* Trees within right-of-way and 10' outside of right-of-way line shall be located and depicted on survey map.

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# **DUNKELBERGER**

## **engineering & testing, inc.**

Civil Design, Inc.  
120 So. Olive Ave., Suite 403  
West Palm Beach, Florida 33401

December 5, 2008  
Project No. WPB-08-Draft

Attention: Ms. Melanie A. Straub, P.E.

Subject: **Proposal for Hydraulic Conductivity Evaluation  
Wallis Road Drainage Improvements,  
Sunbeam, 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Streets,  
Palm Beach County, Florida**

Melanie:

Pursuant to your request, Dunkelberger Engineering & Testing, Inc. (Dunkelberger) is pleased to submit this proposal to perform hydraulic conductivity testing in connection with the proposed drainage improvements that are planned for the area inclusive of Wallis Road, Sunbeam, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Streets in Palm Beach County, Florida. More specifically, the drainage improvements are to consist of the design and construction of exfiltration trench. Presented hereafter are a scope of work that we deem appropriate for the study and a schedule for implementation of the work. Compensation for our services is also discussed.

We propose to evaluate the hydraulic conductivity of the upper 6± feet of the profile components at four locations on the site. The tests will be performed in four-inch diameter boreholes whose sidewalls are stabilized with a full length Number 20 slot PVC well screen and a filter pack of 6/20 silica sand. Testing for hydraulic conductivity will utilize usual, open hole, constant head methodology. This testing methodology is preferred by the South Florida Water Management District for determination of hydraulic conductivity since it mimics, to some degree, the operational conditions of exfiltration trenches.

The work product of our efforts will be a brief report which presents a plan of the site showing the locations of the borehole permeability tests and results of the borehole permeability testing.

We can initiate the hydraulic conductivity testing within five working days after receiving the notice to proceed. Barring weather delays, we expect to complete the hydraulic conductivity testing in one day. Results of the testing will be submitted the following day.

Based upon our general knowledge of the subsurface conditions of the site area and an interpretation of your requirements, we request that our geotechnical services be compensated on a fixed price basis for **\$1,600**.

Invoices for the services that will be rendered are due and payable upon receipt. Invoices not paid within 30 days of their date will be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within 60 days will result in DUNKELBERGER stopping work until such invoices are paid in full. Invoices not paid within 90 days of their date will be referred for collection. The client will be responsible for all expenses incurred by DUNKELBERGER in the collection of any unpaid invoice, including the actual attorneys' fees and costs charged by our legal counsel.

Wallis Road MSTU  
Project No. WPB-08-Draft

Page 2

Other terms and conditions related to the engagement of our services are discussed in the General Conditions, Attachment 1. The General Conditions are hereby incorporated into and made part of this proposal.

DUNKELBERGER appreciates the opportunity to submit this proposal and looks forward to rendering the services described herein. We trust that the proposal contents are clear and understandable. Should you require any clarification or amplification, however, please contact us. If the proposal is satisfactory, kindly sign and return one copy of this letter.

\_\_\_\_oOo\_\_\_\_

Very truly yours,

**DUNKELBERGER ENGINEERING & TESTING, INC.**



Kevin E. Aubry, P.E.  
Geotechnical Services Manager

PP Textkes

cc: Addressee (1) ... via E-Mail

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

**DUNKELBERGER**

Project Name: Wallis Road MSTU

Attachment 1

**GENERAL CONDITIONS**

"Dunkelberger Engineering & Testing, Inc. (DUNKELBERGER) and Client Agreement"

1. **Payment Terms:** Invoices are due and payable upon receipt. Invoices not paid within 30 days of date rendered will be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within 60 days will result in DUNKELBERGER stopping work until such invoices rendered are paid in full. Invoices not paid within 90 days of the date rendered will be referred for collection. Client will be responsible for all expenses incurred by DUNKELBERGER in the collection of any unpaid invoice, including the actual attorneys' fees and costs charged by our legal counsel.
2. **Insurance:** DUNKELBERGER maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable State law. In addition, DUNKELBERGER maintains Professional Liability Insurance with Limits of \$2,000,000 each claim, \$4,000,000 aggregate; General Liability Insurance with Limits of \$1,000,000 each occurrence, \$2,000,000 aggregate; Automobile Liability Insurance with a Limit of \$1,000,000 each occurrence and Commercial Umbrella Excess Liability Insurance with Limits of \$4,000,000 each occurrence, \$4,000,000 aggregate. A certificate of insurance can be supplied evidencing such coverage, upon request.
3. **Access to Site:** Client will arrange and provide such access to the site as is necessary for DUNKELBERGER to perform the work. DUNKELBERGER shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, DUNKELBERGER has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires DUNKELBERGER to restore the site to its former condition, upon written request DUNKELBERGER will perform such additional work as is necessary to do so and Client agrees to pay to DUNKELBERGER the cost thereof.
4. **Damage to existing man-made objects:** Unless DUNKELBERGER has assumed in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save DUNKELBERGER harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to DUNKELBERGER's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to DUNKELBERGER by Client.
- 5a. **Warranty:** DUNKELBERGER's services will be performed, its findings obtained, and its reports prepared in accordance with its proposal, Client's acceptance thereof, these General Conditions, and with generally accepted principles and practices. In performing its professional services, DUNKELBERGER will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations, either expressed or implied.
- 5b. **Risk Allocation:** Should DUNKELBERGER or any of its professional employees be found to have been negligent in the performing of professional services or work or to have made and breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon DUNKELBERGER's services or work agree that the maximum aggregate amount of the liability of DUNKELBERGER, its officers, employees, and agents shall be limited to \$50,000 or the total amount of the fee paid to DUNKELBERGER for its work performed with respect to the project, whichever amount is greater. Client expressly agrees that it has received consideration for this agreement to limit liability in the form of a lower contract price.  
  
Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of DUNKELBERGER's liability to \$500,000 or the amount of DUNKELBERGER's fee, whichever is the greater, by agreeing to pay DUNKELBERGER a sum equivalent to an additional amount of 5% of the total fee, or \$400, whichever is greater. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved.
6. **Indemnity:** Subject to the above limitations, DUNKELBERGER agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of DUNKELBERGER's negligence to the extent of DUNKELBERGER's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client shall bring any suit or claim against DUNKELBERGER, the Client shall pay to DUNKELBERGER the costs and expenses incurred by DUNKELBERGER to answer and defend it, including reasonable attorneys' fees and court costs, to the extent that DUNKELBERGER shall prevail in such suit.
7. **Governing Law:** This agreement shall be governed in all respects by the laws of the State of Florida.



**EXHIBIT B**  
**CONSULTANT CERTIFICATION STATEMENTS**

**TASK:** Wallis Road, Sunbeam Avenue, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Streets

**PROJECT #:** 2005135

**CONSULTANT:** Civil Design, 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**

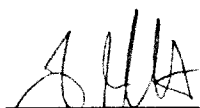
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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



**T. Jeff Trompeter, P.E.**  
**President**

2/10/09

**Date**

**EXHIBIT "C"**  
**PARTICIPATION FOR S/M/WBE CONSULTANTS**

**PROJECT NAME:** Wallis Rd., Sunbeam Ave., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Streets Improvements

**PROJECT NUMBER:** 2005135

**NAME OF PRIME CONSULTANT:** CIVIL DESIGN, INC.

**TELEPHONE NUMBER:** 561-659-5760

**CONTACT PERSON:** T. Jeff Trompeter, P.E., President

**AGREEMENT DATE:** April 10, 2007 (R-2007-0462)  
Renewal dated March 11, 2008 (R-2008-0310)

**DEPARTMENT:** Eng. & Public Works/Engineering Services

**Name, Address, and  
Telephone Number  
of S/W/MBE Consultant**

**Services Provided**

**SBE**

**Black**

**Hispanic**

**Other**

**Women**

1.	Civil Design, Inc. 120 S. Olive Ave., Suite 403 West Palm Beach, FL 33401	Engineering, Permitting, and Printing	<u>\$75,960.25</u>	<u>\$_____</u>	<u>\$_____</u>	<u>\$_____</u>	<u>\$_____</u>
2.	Keshavarz & Associates, Inc. 711 N. Dixie Hwy., Suite 201 Boca Raton, FL 33467 561-443-0426	Surveying	<u>\$_____</u>	<u>\$_____</u>	<u>\$_____</u>	<u>\$41,512.50</u>	<u>\$_____</u>
			<u>\$_____</u>	<u>\$_____</u>	<u>\$_____</u>	<u>\$_____</u>	<u>\$_____</u>
<b>TOTALS</b>			<u>\$75,960.25</u>	<u>\$_____</u>	<u>\$_____</u>	<u>\$41,512.50</u>	<u>\$_____</u>

**PRIME CONSULTANT AMOUNT:** \$ 119,072.75

**S/M/WBE PARTICIPATION:** 98.7 %

---

**LETTERS**

**OF**

**INTENT**

**EXHIBIT "D"**

**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: Mark A. Sinkhorn, P.E., Sr. Professional Engineer

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

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

561-659-5760

(TELEPHONE No.)

561-659-5772

(FAX No.)

CONTACT PERSON: T. 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 : 63.8%

*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: Wallis Road

Project No.: 2005135

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:

[Signature]  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

January 13, 2009  
(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: T. Jeff Trompeter, 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 X a corporation a partnership  
a joint venture

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

\* MBE: BL H WBE X O (Other)

\* SBE: BL H WBE 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: 34.9 %

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: Wallis Road Project No.: 2005135

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] 11/5/02  
(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: T. Jeff Trompeter, P.E., President

FROM: Dunkelberger Engineering & Testing, Inc.  
SUB-CONSULTANT (Prime if SBE or M/WBE)

1225 Omar Road, West Palm Beach, FL 33405  
(ADDRESS)

561-689-4299

(TELEPHONE No.)

561-689-5955

(FAX No.)

CONTACT PERSON: Kevin E. Aubry, P.E.

TITLE: Geotechnical Services Manager EMAIL: kevina@detinc.net

The undersigned intend to perform work in connection with the above project as (check one):

       an individual   X   a corporation        a partnership        a joint venture

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

\* MBE:        BL        H        WBE        O (Other)

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

\* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

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

1. Activity Provided: Geotechnical related services

2. \*\* SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT :   1.3   %

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

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

\*\* Prime's information if an SBE or M/WBE.

Project: Wallis Road Project No.: 2005135

Dunkelberger Engineering & Testing, Inc.  
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Kevin E. Aubry, P.E., Geotechnical Services Manager  
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:

  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

1-13-09

(DATE)

RE: Wallis Road, etc.  
Project No. 2005135

**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:

N/A

(Attach additional sheets as needed.)

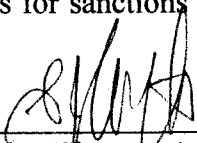
ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence 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, P.E., 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) 2/10/09  
(Date)

Client#: 9256

CIVIDES31

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/03/08

## 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.

## INSURED

Civil Design, Inc.  
120 South Olive Ave., Suite #403  
West Palm Beach, FL 33401

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers Casualty and Surety Co	19038
INSURER C: XL Specialty Insurance Company	37885
INSURER D: Travelers Indemnity Co of America	25666
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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																								
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6605883L455	10/01/08	10/01/09	<table><tbody><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></tbody></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000												
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GENERAL AGGREGATE	\$2,000,000																													
PRODUCTS - COMP/OP AGG	\$2,000,000																													
D		<b>AUTOMOBILE LIABILITY</b> <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  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  <b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	BA6731L783	10/01/08	10/01/09	<table><tbody><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr><tr><td>AGG</td><td>\$</td></tr><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></tbody></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																													
BODILY INJURY (Per person)	\$																													
BODILY INJURY (Per accident)	\$																													
PROPERTY DAMAGE (Per accident)	\$																													
AUTO ONLY - EA ACCIDENT	\$																													
OTHER THAN AUTO ONLY: EA ACC	\$																													
AGG	\$																													
EACH OCCURRENCE	\$																													
AGGREGATE	\$																													
	\$																													
	\$																													
	\$																													
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB5408Y719	10/01/08	10/01/09	<table><tbody><tr><td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS</td><td><input type="checkbox"/> OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$500,000</td></tr></tbody></table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$500,000	E.L. DISEASE - POLICY LIMIT	\$500,000																
<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER																													
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E.L. DISEASE - EA EMPLOYEE	\$500,000																													
E.L. DISEASE - POLICY LIMIT	\$500,000																													
C		<b>OTHER Professional Liability</b>	DPR9617317	10/01/08	10/01/09	<table><tbody><tr><td>\$1,000,000 per claim</td></tr><tr><td>\$1,000,000 annl aggr.</td></tr></tbody></table>	\$1,000,000 per claim	\$1,000,000 annl aggr.																						
\$1,000,000 per claim																														
\$1,000,000 annl aggr.																														

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

Professional Liability is written on a claims made and reported basis.  
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are listed as additional insureds with respects to the General Liability and Auto  
(See Attached Descriptions)

## CERTIFICATE HOLDER

Palm Beach County  
c/o Department of Engineering & Public Works  
2300 N. Jog Rd.  
3rd Floor  
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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





## DESCRIPTIONS (Continued from Page 1)

Liability policy with respects to Provide Enginseering Services requres  
for Municipal Service Taxing Unit (MTSU) Districts A through E.

Professional Liability Retroactive date: 10/01/2003.

Project Name: "FOR ALL PROJECTS WITH PALM BEACH COUNTY".

2009 \_\_\_\_\_

Page 1 of 1

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

BGEX 020409-1001

FUND Unincorporated Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/04/09	REMAINING BALANCE
<b><u>WALLIS RD, SUNBEAM AVE, 1<sup>ST</sup> THRU 3<sup>RD</sup> STS</u></b>								
3511-365-S202-6505	Design/Eng/Mgmt-Cip Admin	0	0	132,273	0	132,273	0	132,273
<b><u>RESERVES</u></b>								
3511-365-9900-9919	Res-St & Drng Improve	9,338,858	7,587,039	<u>0</u>	<u>132,273</u>	7,454,766		
				132,273	132,273			

**SIGNATURE**

**DATE**

**By Board of County Commissioners  
At Meeting of 04/07/09**

Engineering & Public Works

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

\_\_\_\_\_ 2/18/09

Administration / Budget Approval

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OFMB Department – Posted

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