

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

Meeting Date: February 23, 2010

{ x } Consent { } Regular
{ } Workshop { } Public Hearing

Department:

Submitted By: Engineering & Public Works
Submitted For: Engineering Services Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **Reaffirm** Patio Court, Project No. 2004130 as part of the Municipal Services Taxing Unit (MSTU) Street Improvement Program and extend interim courtesy maintenance for the roadway;
- B) **Approve** a Task for \$46,240.17, under the Annual MSTU Services Agreement approved by Resolution Number R2007-0462, with Civil Design, Inc. for surveying, design and permitting of approximately 1,330 linear feet of roadway and drainage improvements for Patio Court from Lakewood Road north to Lake Worth Drainage District (LWDD) L-11 Canal (Project); and
- C) **Approve** a Budget Transfer of \$74,957 in the Unincorporated Improvement Fund from Reserves to Patio Court from Lakewood Road to LWDD L-11 Canal.

SUMMARY: Approval of the Task will authorize the surveying, designing, and permitting services to prepare construction plans for the Project. Approval of the Budget Transfer will provide funds for these services, and acceptance of Patio Court will allow courtesy maintenance at an initial cost of \$15,617.92 and an annual maintenance cost of \$1,737.13 until the Project construction commences.

District 3 (MRE)

Background and Justification: Patio Court is located within a Countywide Community Redevelopment Team (CCRT) area. While there are no CCRT funds available for this Project, on July 22, 2008 the Board of County Commissioners (Board) directed that Patio Court continue to be an MSTU project with the assessment fixed at \$25/abutting foot. After review of the Pleasant Grove unrecorded subdivision (AM-27), the County Attorney's office determined that Patio Court is dedicated to the public, which negates the need to acquire the right of way. The existing traveled way on Patio Court is in such disrepair that concern has been raised as to its accessibility for emergency vehicles. Consequently it is recommended that Patio Court be accepted for Courtesy Maintenance until it can be reconstructed to County standards.

Attachments:

- 1. Location Map
- 2. Task (3)
- 3. Courtesy Maintenance Estimate Memo
- 4. Budget Transfer

Recommended by: _____

Division Director

Date

Approved By: _____

Sy T. Webb

County Engineer

1/26/10

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$ 74,957	-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	\$ 74,957	-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
 Patio Court/Lakewood Road to LWDD L-11 Canal

Basic Services	\$32,201.67
Reimbursables	\$14,038.50
Authorization	\$46,240.17
Contingency	\$ 4,624.83
Road Maintenance (2 years)	\$ 3,474.00
Staff Charges - Road & Bridge	\$15,618.00
- Roadway Production	\$ 500.00
- Engineering Services	\$ 4,500.00
Fiscal Impact	\$74,957.00

C. Departmental Fiscal Review: Atwill

III. REVIEW COMMENTS

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

[Signature]
 OFMB MCA-28-10 1/28/10
 1/29/2010

[Signature] 2/5/10
 Contract Dev. and Control
 2/14/10

B. Approved as to Form and Legal Sufficiency:

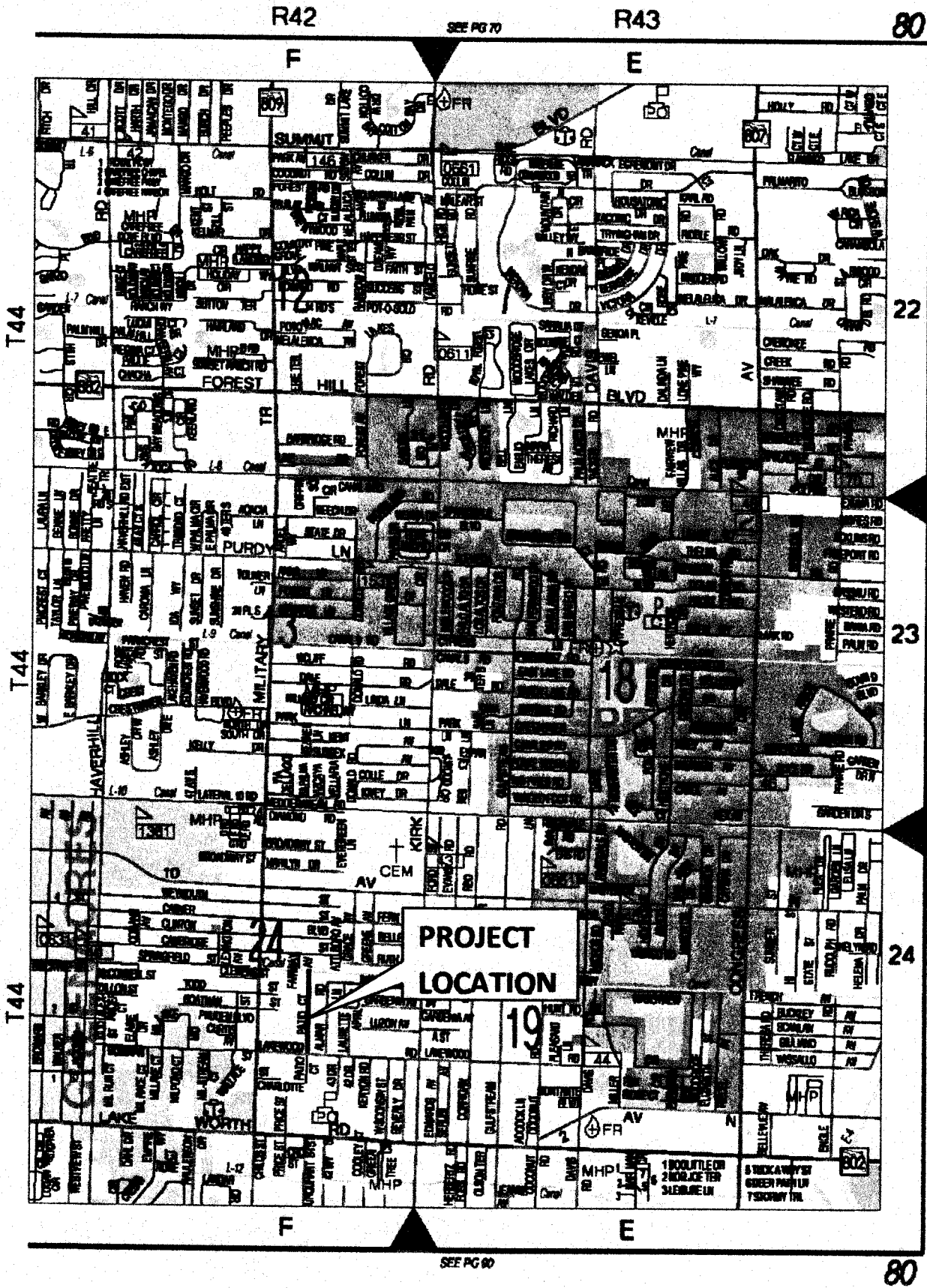
This item complies with current County policies.

Paul F. [Signature] 2/10/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



LOCATION MAP

**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

**PATIO COURT
PROJECT NO. 2004130**

PALM BEACH COUNTY, FLORIDA

THIS TASK TO ANNUAL AGREEMENT, made and entered into this _____ day of _____, 2010, by and between Palm Beach County, hereinafter called the **COUNTY**, and **Civil Design, Inc.** a Florida Corporation with an address of 312 9th Street, 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 February 24, 2009 (R-2009-0269) 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, and permitting services for the **Patio Court Improvements** within Palm Beach County, Florida (hereinafter called the **PROJECT**): and

RE: Patio Court

Project Number 2004130

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 \$32,201.67 for engineering services, additional services of \$12,838.50 for surveying services, and reimbursable expenses of \$1,200.00 for permitting, totaling \$46,240.17, as outlined by the prime consultant in their proposal originally dated December 24, 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 (M/WBE) Participation as described in Exhibit "C" of the Agreement.
4. The COUNTY agrees to pay the CONSULTANT a fee of Forty-Six Thousand Two Hundred Forty and 17/100 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.

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 February 24, 2009 (R-2009-0269), and;

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

RE: Patio Court

Project No.2004130

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

OWNER:

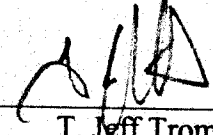
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Burt Aaronson, Chairman

CONSULTANT:

Civil Design, Inc.
a Florida Corporation

BY:  _____
T. Jeff Trompeter
Its President

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

CORPORATE SEAL

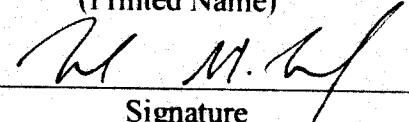
BY: _____
Deputy Clerk

SEAL

WITNESS:

By: Todd McLeod

(Printed Name)



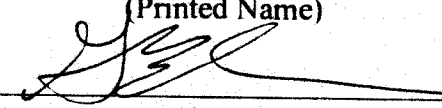
Signature

APPROVED AS TO TERMS &
CONDITIONS:

By: Charlie Rich
Engineer

By: Gabriel Burden

(Printed Name)



Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney



CIVIL DESIGN, INC.
ENGINEERING CONSULTANTS

December 24, 2009

Mr. Charles Rich, P.E., Director
Palm Beach County Engineering & Public Works Department
Engineering Services Division
2300 N. Jog Road, Vista Center – 3rd Floor
West Palm Beach, FL 33411

Re: Patio Court - Palm Beach County Project No. 2004130
Palm Springs, Florida (S24/T44S/R42E)

Dear Mr. Rich:

Pursuant to our meeting and 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 1,330 linear feet of roadway and drainage improvements for Patio Court from Lakewood Road north to the Lake Worth Drainage District (LWDD) L-11 Canal.

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. Fourteen (14) stations are assumed for this task.
3. The survey will contain vertical control pursuant to 3rd order level circuit based on Palm Beach County's Vertical Control Network.
4. Cross sections will be obtained at each property line, but not at more than 100 foot intervals. For each cross section, elevations shall be taken at the center of the roadway, each edge of roadway, top and bottom of any swales running along the roadway, to include the limits of the 50' right-of-way and 20' outside the right-of-way on each side of the roadway. Fourteen (14) total cross sections are assumed.
5. Topography will be obtained and project tie-in will be performed. Trees and other above ground improvements within the right-of-way and 10' outside of each side of the right-of-way shall be located and depicted on the survey map. Additionally, elevations will be provided at the intersections of all roadway and driveway edges, each edge of the driveway at the intersection of the 50' right-of-way and 10' and 20' outside of the right-of-way to include any intermediate grade breaks.
6. Reference control points will be set for horizontal and vertical control for construction plans.
7. One cross section of the LWDD L-11 canal will be performed.



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 (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 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.
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 (2) 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 (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 and 1"=40' for 11"x17" plan sheets. Three (3) sheets are anticipated for this activity.
8. Driveway profiles will be prepared for each driveway location. Thirty-eight (38) driveways are anticipated for this activity.
9. Cross sections will be performed at each station depicting the existing and proposed conditions. Fourteen (14) cross sections are assumed for this activity.
10. 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.
11. 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. The site is anticipated to comply with the South Florida Water Management District (SFWMD) "No-Notice" General Environmental Resource permit criteria. As such, neither a permit nor exemption letter are anticipated for this project.
2. The site is within the limits of the Lake Worth Drainage District and as such, a permit application will be submitted. There is a \$1,200 fee for this permit application.



CIVIL DESIGN, INC.
ENGINEERING CONSULTANTS

December 24, 2009
Mr. Charles Rich, P.E.
Patio Court - PBC Project No. 2004130
Page 3 of 4

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 be complete 60 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.) \$12,838.50 Lump Sum
Total Additional Services \$12,838.50 Lump Sum

Basic Services (by Prime Consultant):

Task 2 Basic Services (by Civil Design, Inc.) \$30,443.19 Lump Sum
 Task 3 Basic Services (by Civil Design, Inc.) \$1,758.48 Lump Sum
Total Basic Services \$32,201.67 Lump Sum

Reimbursable Services (Permit Application & Governmental Fees):

Task 3 Lake Worth Drainage District (by Civil Design, Inc.) \$1,200.00 Lump Sum
Total Reimbursable Services \$1,200.00 Lump Sum

Project Total \$46,240.17 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 with outfall to the LWDD L-11 canal.
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.



CIVIL DESIGN, INC.
ENGINEERING CONSULTANTS

*December 24, 2009
Mr. Charles Rich, P.E.
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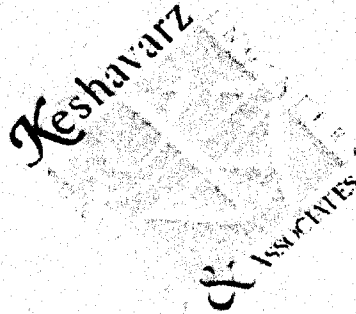
7. Project will be billed as completed through the billing period at each deliverable stage. The attached lump sum fee proposal is provided for information and the rates are based on our approved PBC MSTU annual agreement.
8. In the event that SFWMD determined that project does not comply with the No-Notice permit criteria, additional permitting fees may be required to apply for a 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,

A handwritten signature in black ink, appearing to read 'T. Trompeter', written over a horizontal line.

T. Jeff Trompeter, P.E.
President



KESHAVARZ & ASSOCIATES, INC.
SURVEYING MANHOUR SUMMARY

for

PALM BEACH COUNTY PROJECT

STREET IMPROVEMENTS

Patio Court

from Lakewood Road to South Right-of-Way of the L-11 Canal, including (1) canal section
Pleasant Grove Unrecorded (AM 27)

1330 L.F. - Total Roadway Length

12/23/2009

ROADWAYS 1330 LF

Palm Beach County STREET ATLAS page 80
REDI-ATLAS page 239 (Central Volume Part 2)
SEC 24, TWP 44S, RGE 42E

KESHAVARZ & ASSOCIATES, INC.

December 23, 2009

Patio Court

South Right-of-Way Lakewood Rd. to South Right-of-Way L-11 Canal

1330 LF

BASIC SURVEYING WORK ELEMENT		
	<i>Survey Crew \$/hr</i>	<i>P.S.M. \$/hr</i>
	\$135.00	\$108.00
Base Line Control	7.0	2.0
Set Stations at 100' Intervals (approximately 14)	6.0	1.5
3rd Order Level Circuit based on PBCo Vertical Control Network	7.0	1.5
Cross Sections at each property line, no more than 100' separation (14 Min.) *	24.0	5.0
Topographical and Tie-in Requirements (Inc. 38 driveways) **	26.0	6.5
Set Reference Control for Horizontal and Vertical Construction Control	8.0	2.0
TOTAL Hours	78.00	18.50
FEE Estimate	\$10,530.00	\$1,998.00
SUBTOTAL BASIC SURVEY WORK ELEMENT		\$12,528.00
ADDITIONAL SURVEYING WORK ELEMENT		
	<i>Survey Crew \$/hr</i>	<i>P.S.M. \$/hr</i>
	\$135.00	\$108.00
Provide one canal section of the L-11 Canal at the north end of Patio Court along the projected Centerline of Right-of-Way from the South Right-of-Way Line to the North Right-of-Way Line.	1.5	1.0
TOTAL Hours	1.50	1.00
FEE Estimate	\$202.50	\$108.00
SUBTOTAL ADDED SURVEY WORK ELEMENT		\$310.50
TOTAL SURVEY WORK ELEMENT		\$12,838.50

* For each cross section, elevations shall be taken at the center of the roadway, each edge of roadway, top and bottom of any swales running along the roadway, to include the limits of the 50' right-of-way and 20' outside the Right-of-Way on each side of the roadway.

** Trees and other above ground improvements within the right-of-way and 10' outside of each side of the Right-of-Way shall be located and depicted on the survey map. Additionally, elevations will be provided at the intersections of all roadway and driveway edges, each edge of the driveway at the intersection of the 50' right-of-way and 10' and 20' outside of the Right-of-Way to include any intermediate grade breaks.

Lump Sum Fee Quotation Proposal

County Project No. 2004130

Project Name: Patio Court

Keshavarz & Associates, Inc. - Surveying Sub-Consultant		Professional Surveyor & Mapper		Survey AutoCAD Technician		Survey Field Crew		Task Subtotals
Task / Activity		Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	
Task 1: Surveying Services								
1.	Base Line Control	2	\$ 108.00			7	\$ 135.00	\$1,161.00
2.	Set Stations at 100' Intervals (14 min.)	1.5	\$ 108.00			6	\$ 135.00	\$972.00
3.	3rd Order Level Circuit Based on PBC Vertical Control Network	1.5	\$ 108.00			7	\$ 135.00	\$1,107.00
4.	Cross Sections at each property line, no more than 100' Intervals (14 min)	5	\$ 108.00			24	\$ 135.00	\$3,780.00
5.	Topographical & Tie-In Requirements (including 38 driveways)	6.5	\$ 108.00			26	\$ 135.00	\$4,212.00
6.	Setting Reference for Horizontal & Vertical Control for Construction Plans	2	\$ 108.00			8	\$ 135.00	\$1,296.00
7.	Provide one cross section of the L-11 canal.	1	\$ 108.00			1.5	\$ 135.00	\$310.50
<i>Subtotal - Task 1</i>		<i>19.5</i>				<i>79.5</i>		<i>\$12,838.50</i>
Civil Design, Inc. - Engineering Consultant		Project Manager		Project Engineer		Engineering AutoCAD Technician		Task Subtotals
Task / Activity		Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	
Task 2: Engineering Design Services								
1.	Meetings & Coordination	4	\$ 139.14	4	\$ 102.75	0	\$ 47.49	\$967.56
2.	Site Visits	2	\$ 139.14	2	\$ 102.75	0	\$ 47.49	\$483.78
3.	Utility Coordination	0	\$ 139.14	8	\$ 102.75	8	\$ 47.49	\$1,201.92
4.	Cover Sheet (1 sheet)	0	\$ 139.14	1	\$ 102.75	8	\$ 47.49	\$482.67
5.	Typical Section/Details (2 sheets)	1	\$ 139.14	8	\$ 102.75	16	\$ 47.49	\$1,720.98
6.	Specifications, Take-off & Quantities (1 sheet)	1	\$ 139.14	8	\$ 102.75	8	\$ 47.49	\$1,341.06
7.	Roadway Plans & Profiles (3 sheets @ 1"=20' full size)	12	\$ 139.14	36	\$ 102.75	96	\$ 47.49	\$9,927.72
8.	Driveway Profiles (38 driveways)	10	\$ 139.14	38	\$ 102.75	76	\$ 47.49	\$8,905.14
9.	Cross Sections (14 sections)	7	\$ 139.14	14	\$ 102.75	28	\$ 47.49	\$3,742.20
10.	Construction Control Sheets (2 sheets)	1	\$ 139.14	4	\$ 102.75	8	\$ 47.49	\$930.06
11.	Cost Estimate	1	\$ 139.14	4	\$ 102.75	4	\$ 47.49	\$740.10
<i>Subtotal - Task 2</i>		<i>39</i>		<i>127</i>		<i>252</i>		<i>\$30,443.19</i>
Civil Design, Inc. - Engineering Consultant		Project Manager		Project Engineer		Engineering AutoCAD Technician		Task Subtotals
Task / Activity		Hours	Hourly Rate	Hours	Hourly Rate	Hours	Hourly Rate	
Task 3: Engineering Permitting Services								
1.	Lake Worth Drianage District (MSTU Permit - \$1,000 Application Fee)	4	\$ 139.14	8	\$ 102.75	8	\$ 47.49	\$1,758.48
<i>Subtotal - Task 3</i>		<i>4</i>		<i>8</i>		<i>8</i>		<i>\$1,758.48</i>

Keshavarz & Associates, Inc. (Surveying) Subtotal: \$12,838.50
Civil Design, Inc. (Design & Permitting) Subtotal: \$32,201.67
Reimbursable (Permitting Fees) Subtotal: \$1,200.00 LWDD
Total Lump Sum Fee: \$46,240.17

EXHIBIT B
CONSULTANT CERTIFICATION STATEMENTS

TASK: Patio Court

PROJECT #: 2004130

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

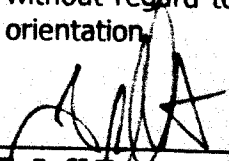
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation,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

January 8, 2010
Date

**EXHIBIT C
SCHEDULE 1**

LIST OF SBE-M/WBE SUBCONSULTANTS

PROJECT NAME: Patio Court

PROJECT NO: 2004130

CONSULTANT: Civil Design, Inc.

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

PHONE NO: 561-659-5760 FAX NO: 561-659-5772

AGREEMENT DATE: April 10, 2007 (R-2007-0462); Renewed Feb. 24, 2009 (R-2009-0269) DEPARTMENT: Engineering & Public Works/Engineering Services

Name, Address and
Phone Number of SBE or M/WBE

Type of Work To Be Performed
Amount

	Small	Black	Hispanic	Women	Other (Please Specify)
1. Civil Design, Inc. 312 9th Street West Palm Beach, FL 33401 561-659-5760	\$ <u>32,201.67</u>	\$ _____	\$ _____	\$ _____	\$ _____
2. Keshavarz & Associates, Inc. 711 N. Dixie Hwy, Suite 200 West Palm Beach, FL 33401 561-689-8600	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>12,838.50</u>
3.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ <u>32,201.67</u>	\$ _____	\$ _____	\$ _____	\$ <u>12,838.50</u>

Amount: \$ 45,040.17

Total SBE Participation: 100%

EXHIBIT "C"

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:

None.

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by 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)

January 5, 2010

(Date)

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:

None.

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by Maziar Keshavarz, as

(Name of Individual)

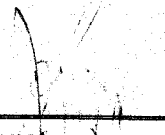
President, of

Keshavarz & Associates, Inc.

(Title/Position)

(Firm Name of ENGINEER)

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



(Signature)

January 5, 2010
(Date)

Client#: 9256

CIVIDES31

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2009

PRODUCER
ISU Suncoast Insurance Assoc
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.
312 9th Street
West Palm Beach, FL 33401

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Phoenix Insurance Company	25623
INSURER B:	Travelers Casualty and Surety C	19038
INSURER C:	XL Specialty Insurance Company	37885
INSURER D:	Travelers Indemnity Co of Ameri	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	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <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	10/01/09	10/01/10	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
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA6731L783	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB5408Y719	10/01/09	10/01/10	<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
C		OTHER Professional Liability	DPR9681141	10/01/09	10/01/10	\$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

[Signature]

IMPORTANT

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

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

DISCLAIMER

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

DESCRIPTIONS (Continued from Page 1)

Liability policy with respects to Provide Engineering Services requires
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".

2004130



Department of Engineering
and Public Works
Road and Bridge Division
2555 Vista Parkway
West Palm Beach, FL 33411-5601
(561) 233-3950
Fax: (561) 233-3986
www.pbcgov.com

INTEROFFICE MEMORANDUM

DATE: January 12, 2010
TO: Charles Rich, P.E., Director
Engineering Services Division
FROM: Michael Bowman, Director *MB*
Road and Bridge Division

RE: ESTIMATE FOR PATIO COURT

The Road & Bridge Division estimate for improving Patio Court to Palm Beach County Standards is \$15,617.92. The estimate includes utilizing a milling machine to mix the existing materials and Crew, Equipment, and materials estimated for improving the road, and a 15% contingency.

The estimated annual maintenance grading cost for the road is estimated to be \$1,737.13. The cost reflects 12 visits, and approximately 60 yards of shell that would be needed to maintain the surface which is added as needed.

MB:jb

Palm Beach County
Board of County
Commissioners
Burt Aaronson, Chairman
Karen T. Marcus, Vice Chairman

Jeff Koons

Shelley Vana

Steven L Abrams

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman



An Equal Opportunity
Affirmative Action Employer

RECEIVED
JAN 13 2010

[Handwritten signature]

2010 _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX 010410-653

FUND MSTU Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/14/10	REMAINING BALANCE
<u>PATIO COURT/LAKEWOOD RD-LWDD L-11 CANAL</u>								
3511-365-S204-6505	Design/Eng/Mgmt-Cip Admin	0	0	74,957	0	74,957	0	74,957
<u>RESERVES</u>								
3511-365-9900-9919	Res-St & Drng Improve	8,543,885	7,278,324	0	74,957	7,203,367		
				74,957	74,957			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 02/23/10

Engineering & Public Works

Admillite

1/14/10

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

ATTACHMENT 7