

Agenda Item #: 3-C-6

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 16, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:			
Submitted By:	Engineering & Public Works Department		
Submitted For:	Roadway Production Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Supplemental Agreement No. 1 to Agreement R2007-1230 (Agreement) in the amount of \$75,711.50 with Keshavarz & Associates, Inc. (KAI), for professional services; and
- B) A Budget Transfer of \$97,283 in the Unincorporated Improvement Fund from Reserves to 60th Street North over the "M" Canal.

SUMMARY: Approval of this Agreement will provide the professional services necessary for the preparation of revised design plans for the 60th Street North over the "M" Canal project (Project). KAI is a Palm Beach County company and is a certified Small Business Enterprise (SBE). The SBE goal for the Project is 15%. The SBE participation committed for this Project by KAI is 100%.

District 6 (MRE)

Background and Justification: On July 24, 2007, the Board of County Commissioners (Board) approved an Agreement R2007-1230 with KAI to provide professional services required to prepare design plans and construction bid documents for the Project. Palm Beach County now desires KAI to prepare revised design plans to address changes to the scope of work for the Project as detailed in Exhibit "A" of the attached Agreement. The fee, as detailed in Exhibit "B" of the attached Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$75,711.50	(Roadway and Drainage Plan Revisions).
Reimbursable Expenses (Not to Exceed)....	\$ 0.00	
Total:	<u>\$75,711.50</u>	

After reviewing the attached Supplemental Agreement and finding it in proper order, staff recommends Board approval.

Attachments:

1. Location Map
2. Supplemental Agreement with Exhibits "A", "B" and "C" and Certificate of Insurance (2)
3. Project Work Schedule
4. Budget Transfer

Recommended by:  Date 9/5/12 

Approved By:  Date 10/1/12

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$97,283	-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	\$97,283	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X

Budget Account No:

Fund 3511 Dept 365 Unit S185 Object 6505

Recommended Sources of Funds/Summary of Fiscal Impact:


Unincorporated Improvement Fund
60th Street North over the "M" Canal

Task Authorization	
Basic Services	\$75,711.50
Reimbursable Services	\$.00
Total Authorization	\$75,711.50
Contingency	\$ 7,571.50
Staff Costs	
Roadway Production	\$ 9,000.00
Survey	\$ 5,000.00
Total Cost	\$97,283.00

C. Departmental Fiscal Review:

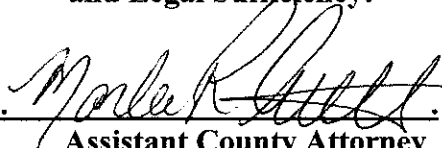
III. REVIEW COMMENTS

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


OFMB 10/3/12
 10/2/12 10/2/12


Contract Dev. and Control 10/9/12

B. Approved as to Form and Legal Sufficiency:


Assistant County Attorney 10/11/12

C. Other Department Review:

Department Director

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



ATTACHMENT 2

SUPPLEMENTAL AGREEMENT BETWEEN

**PALM BEACH COUNTY
AND
KESHAVARZ & ASSOCIATES, INC.**

FOR PROFESSIONAL ENGINEERING SERVICES ON

60TH STREET NORTH OVER THE "M" CANAL

**PROJECT NO.: 2004132
PALM BEACH COUNTY, FLORIDA**

THIS SUPPLEMENTAL AGREEMENT No. 1, made and entered into this day of _____ 2012 by and between Palm Beach County, hereinafter COUNTY, and, Keshavarz & Associates, Inc., a Florida Corporation with an address of 711 N. Dixie Highway, Suite 201, West Palm Beach, Florida 33401, hereinafter CONSULTANT.

W I T N E S S E T H

WHEREAS, the COUNTY and CONSULTANT entered into a Work Task Order dated July 24, 2007 (R2007-1230), issued under the Annual Civil Agreement dated April 10, 2007 (R2007-0460), to provide professional engineering services required for the design of 60th Street North over the "M" Canal, Palm Beach County, Florida (hereinafter PROJECT); and.

WHEREAS, the COUNTY now desires for the CONSULTANT to prepare revised design plans for the PROJECT; and

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

**RE: 60th Street North over the "M" Canal
Project No. 2004132**

Basic Services in a lump sum fee of **\$75,711.50**;

Reimbursable Services (Not to Exceed) \$0.00;

Totaling **\$75,711.50**

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

1. The **CONSULTANT** agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK & FEE".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Agreement.
4. The **COUNTY** agrees to pay the **CONSULTANT** a fee of Seventy-Five Thousand Seven Hundred Eleven Dollars and Fifty Cents (\$75,711.50).

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated **July 24, 2007 (R2007-1230)**, and;

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

**RE: 60th Street North over the "M" Canal
Project No. 2004132**

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

OWNER:

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

BOARD OF COUNTY COMMISSIONERS


BY: _____
Shelley Vana, Chair

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

BY: _____
Deputy Clerk

S E A L

**APPROVED AS TO TERMS
AND CONDITIONS:**

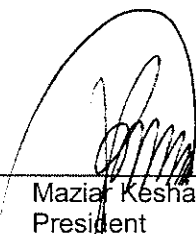
BY: 

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

County Attorney

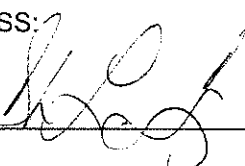
CONSULTANT:

**Keshavarz & Associates, Inc.
a Florida Corporation**

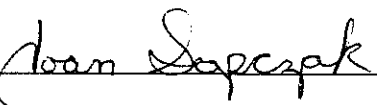
BY: 
Maziar Keshavarz, P.E.
President

CORPORATE SEAL



WITNESS:
BY: 

Deborah L. Fulmer
(Printed Name)

BY: 

Joan Sopczak
(Printed Name)

EXHIBIT “A”



Charles Rich

KESHAVARZ & ASSOCIATES, INC.
ENGINEERING/ SURVEYING MANHOUR SUMMARY

for

PALM BEACH COUNTY PROJECT

60th Street North

STREET IMPROVEMENTS

2,622 L.F. - Total Roadway Length

7/30/2012

ROADWAYS 2622 LF [14 Sheets]

60th Street North	1434'+/-	3 Plan Sheets, 3 Profile Sheets
190th Trail North	540'+/-	2 Plan Sheets, 2 Profile Sheets
185th Trail North	648'+/-	2 Plan Sheets, 2 Profile Sheets

BRIDGEWORK 40' SPAN plus 2 x 30' APPROACHES [by others under separate contract]

Palm Beach County STREET ATLAS page 39
Aerial & Map Atlas, Central Volume, Part 1, page 460
SEC 3 TWP 43 S RGE 40 E

General Description of Extent:

Runs east within Section 3 of Township 43 South and Range 40 East from 700 feet east of 188th Terrace to Canal Road (190th Terrace N which parallels 'M' Canal running NE on west side), thence SE crossing 'M' canal to Little Gator Lane (which parallels 'M' canal running NE on east side), thence NE on Little Gator Lane to existing paved section of 60th St N which parallels 'M' canal running east.

EXHIBIT "A"

**ENGINEERING DESIGN, SURVEYING SERVICES, AND DESIGN OF
ALTERNATE PLANS FOR 60 STREET NORTH OVER THE "M" CANAL**

SCOPE OF WORK

1. ENGINEERING WORK ELEMENT

- 1.1 PBC Section Image Processing
- 1.2 Typical Sections & Details, including non structural bridge works (10 sheets)
- 1.3 Roadway and Drainage Plans/Profiles (14 sheets) including two intersections
- 1.4 Cross Sections (51 sections – 45 Road, 6 Dry Detention + Canal)
- 1.5 Incorporation / Handling of Bridge Plans and Details, and coordination with Bridge Design Consultant
- 1.6 Meetings, coordination, negotiations between Client, West Palm Beach, CH2M Hill, Mock Roos & Associates, Indian Trails Environmental Control District and Cypress Groves

2. ALTERNATE PLAN ENGINEERING WORK ELEMENT

- 2.1 PBC Section Image Processing
- 2.2 Typical sections and details, including non structural bridge works (6 sheets)
- 2.3 Summary of Quantities/Quantity Takeoffs/Computations
- 2.4 Roadway and Drainage Plan/Profiles (4 sheets) done to correspond with main design layout
- 2.5 Cross sections (12 sections)
- 2.6 Survey Control Depiction
- 2.7 Cost Estimate

3. SURVEYING WORK ELEMENT

- 3.1 Base Line Control
- 3.2 Set stations at 100' intervals (27)
- 3.3 3rd Order Level Circuit based on PBC Vertical Control Network
- 3.4 Cross sections from 50' either side of road rights-of-way at no more than 100' separation (51)
- 3.5 Topographical and tie-in requirements, including details for "M" Canal Section

EXHIBIT "A"
ENGINEERING DESIGN, SURVEYING SERVICES, AND DESIGN OF
ALTERNATE PLANS FOR 60 STREET NORTH OVER THE "M" CANAL

Our fee for the above services shall be a total of **Seventy-Five Thousand Seven Hundred Eleven dollars and Fifty cents (\$75,711.50)** for outlined as follows:

- 1. ENGINEERING WORK ELEMENT ✓ \$ 57,359.50**
- 2. ALTERNATE PLAN ENGINEERING WORK ELEMENT . ✓ \$ 11,872.00**
- 3. SURVEYING WORK ELEMENT ✓ \$ 6,480.00**

WORK SCHEDULE:

65% COMPLETE: 30 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED.

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

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



KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - 60th Street North - ADDITIONAL SERVICES

2622' Roadway including Link over 'M' Canal (Bridge Design Excluded)

July 30, 2012

ENGINEERING, ROADWAYS	✓ \$57,359.50
ENGINEERING for Alternate Plans	✓ \$11,872.00
SURVEY	✓ \$6,480.00
TOTAL	✓ \$75,711.50

KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - 60th Street North - ADDITIONAL SERVICES

2622' Roadway including Link over 'M' Canal (Bridge Design Excluded)

July 30, 2012

ENGINEERING WORK ELEMENT	Project Manager \$/hr ✓ \$150.00	Senior Engineer \$/hr ✓ \$135.00	Project Engineer \$/hr ✓ \$107.00	Engineer Tech Designer \$/hr ✓ \$81.00
Cover Sheet for Construction Plans				
Field Trips				
PBC Section Image Processing				8.0
Typical Sections & Details, including Non Structural BridgeWorks (10 Sheets)	2.0	12.0	24.0	82.0
Summary of Quantities/Quantity Takeoffs/Computations				
Roadway & Drainage Plan & Profile (14 sheets) including Two Intersections	4.0	12.0	60.0	150.0
M' Canal Crossing Plan & Profile (2 sheets)				
Driveway Profiles (1 driveway)				
Cross Sections (51 sections-45 Road 6 Dry Detention+Canal)		6.0	20.0	40.0
Incorporation/Handling Bridge Plans & Details (by Bridge Design), Coordination with Bridge Design	3.0	4.0		4.0
Survey Control Depiction				
Core Borings/Coordination/Evaluation/Depiction				
Cost Estimate				
Utility Coordination/Depiction				
Permitting (SFWMD, WPB, Indian Trails WCD)				
Meetings, coordination, negotiations between Client, WPB, CH2M Hill, Mock Roos, Indian Trails ECD, Cypress Grove	32.0	92.5		
TOTAL Hours	✓ 41.0	✓ 126.5	✓ 104.0	✓ 284.0
FEE Estimate	✓ \$6,150.00	✓ \$17,077.50	✓ \$11,128.00	✓ \$23,004.00
TOTAL ENGINEERING	✓ \$57,359.50			

3.0 multiplier

KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - 60th Street North - ADDITIONAL SERVICES

540' Roadway including Link over 'M' Canal (Bridge Design Excluded)

July 30, 2012

ALTERNATE PLAN ENGINEERING WORK ELEMENT	Project Manager \$/hr ✓ \$150.00	Senior Engineer \$/hr ✓ \$135.00	Project Engineer \$/hr ✓ \$107.00	Engineer Tech Designer \$/hr ✓ \$81.00
Cover Sheet for Alternate Plans				
PBC Section Image Processing				2
Typical Sections & Details, including Non Structural BridgeWorks (6 sheets)		1	6	18
Summary of Quantities/Quantity Takeoffs/Computations			3	12
Roadway & Drainage Plan & Profile (4 sheets) done in 4 sheets to correspond with the main design layout		2	12	36
Cross Sections (12 sections)		2	8	20
Survey Control Depiction				4
Core Borings/Coordination/Evaluation/Depiction				
Cost Estimate			6	
Utility Coordination/Depiction				
TOTAL Hours	0	✓ 5	✓ 35	✓ 92
FEE Estimate	\$0.00	✓ \$675.00	✓ \$3,745.00	✓ \$7,452.00
TOTAL ENGINEERING	✓ \$11,872.00			

3.0 multiplier

KESHAVARZ & ASSOCIATES, INC.

MSTU District 'A' - 60th Street North - ADDITIONAL SERVICES

2622' Roadway including Link over 'M' Canal (Bridge Design Excluded)

July 30, 2012

SURVEYING WORK ELEMENT	Survey/ Field Party \$/hr ✓ \$135.00	Senior Surveyor & Mapper \$/hr ✓ \$108.00
Base Line Control	8	2
Set Stations at 100' Intervals (27)	4	1
3rd Order Level Circuit based on PBCo Vertical Control Network	4	1
Cross Sections from 50' Either Side of Road R/W @ no more than 100' Separation (51)	12	3
Topographical and Tie-in Requirements, including Details "M" Canal Section	12	3
Set Reference Control for Horizontal and Vertical Construction Control		
TOTAL Hours	✓ 40	✓ 10
FEE Estimate	✓ \$5,400.00	✓ \$1,080.00
TOTAL SURVEY	✓ \$6,480.00	

✓ 3.0 multiplier

EXHIBIT “B”

CERTIFICATION STATEMENTS

Project: 60th Street North over the "M" Canal
Project No.: 2004132
Consultant/Annual Consultant: Keshavarz & Associates, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT/ANNUAL 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

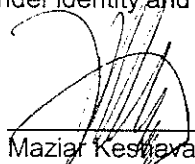
By entering into this Agreement the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT/ANNUAL 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/ANNUAL 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/ANNUAL 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, familial status sexual orientation, gender identity and expression.


8/20/2012
Maziar Keshavarz, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: 60th Street North over the "M" Canal
 Project No.: 2004132

CONSULTANT/ANNUAL CONSULTANT 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:

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT'S/ANNUAL CONSULTANT'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 CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT/ANNUAL CONSULTANT.

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

THIS DISCLOSURE is submitted by Maziar Keshavarz, P.E., as
 (Name of Individual)

President, of Keshavarz & Associates, Inc.
 (Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)
 who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.


 (Signature)

8/20/2012
 (Date)

EXHIBIT “C”

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Supplement Number 1 Date

Project Name: 60th Street North over the "M" Canal

Project Number: 2004132

Prime Vendor: Keshavarz & Associates, Inc.

Resolution Number:

Telephone: (561) 689-8600

Resolution Date:

Contact: Maziar Keshavarz, President

Department: Engineering & Public Works

Total Supplement Amount \$75,711.50

Minority Sub-Consultant	Type of Work Performed	Contract Dollar Amount for Sub-Consultant					
		Black	Hispanic	Women	Other	White Male	Pct
Keshavarz & Associates, Inc. 711 N DIXIE HWY STE 201 WEST PALM BEACH, FL 33401-391 (561) 689-8600	MWBE	0.00	0.00	0.00	0.00		0.0%
	SBE	0.00	0.00	0.00	75,711.50	0.00	100.0%
	Total MWBE	0.00	0.00	0.00	0.00		0.0%
	Percentage	0.00%	0.00%	0.00%	0.00%		
	Total SBE	0.00	0.00	0.00	75,711.50	0.00	100.0%
	Percentage	0.00%	0.00%	0.00%	100.00%	0.00%	

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: 60th Street North over the "M" Canal PROJECT NO. OR BID NO.: 2004132
 NAME OF PRIME BIDDER: Keshavarz & Associates, Inc. ADDRESS: 711 N Dixie Hwy, Suite 201, West Palm Beach, FL 33401
 CONTACT PERSON: Maziar Keshavarz PHONE NO.: 561-689-8600 FAX NO.: 561-689-7476
 BID OPENING DATE: _____ USER DEPARTMENT: Engineering & Public Works

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Keshavarz & Associates, Inc. 711 N Dixie Hwy, Suite 201 WPB, FL 33401 1. 561-689-8600	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	<u>100%</u>
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)							
Total			_____	_____	_____	_____	100%

Total Bid Price \$ 75,711.50 Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 100%

- Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.
- Revised 03/15/2011



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DH

DATE (MM/DD/YYYY)
08/20/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER
Massey, Clark, Fischer, Inc.
400 Executive Ctr Dr, Ste 205
West Palm Beach, FL 33401
HW "Hank" Massey, Jr, CLU, CPCU

561-478-1660
561-478-6876

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

PRODUCER

CUSTOMER ID #: KESHA-1

INSURED
Keshavarz & Associates, Inc.
711 N. Dixie Highway, Ste 201
West Palm Beach, FL 33401

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Assurance Company of America

19305

INSURER B: Zurich/Maryland Casualty

INSURER C: Endurance American Specialty

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	PAS39690673	02/09/12	02/09/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY		PAS39690673	02/09/12	02/09/13	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					Emp Ben. \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	UMBRELLA LIAB	X	PAS39690673	02/09/12	02/09/13	BODILY INJURY (Per person) \$
	EXCESS LIAB					BODILY INJURY (Per accident) \$
	DEDUCTIBLE					PROPERTY DAMAGE (Per accident) \$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	004819464	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					AGGREGATE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					\$
						\$
C	Endurance American		PPL10003697100	07/01/12	07/01/13	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
C			RETRO DATE: 11/1/87			Prof Liab 1,000,000
						1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
re: For all contracted projects with Palm Beach County. "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, it's officers, employees and agents are additional insureds for General Liability only" includes prior acts coverage to effective date of the contract". Ten (10) days notice of cancellation for non payment

CERTIFICATE HOLDER

CANCELLATION

PBCBOAR

Palm Beach County Board of
County Commissioners
Engineering & Public Works
2300 N. Jog Road
West Palm Beach, FL 33411-2745

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sf 607/1.000

PBC 60th Street North over the "M" Canal

PBC Project No. 2004132
K&A Project No. 03-786

Work Underway
Anticipated PBC Review



KESHAVARZ & ASSOCIATES

WEEK BEGINNING 2012 - 2013

Week Beginning:	15-Oct	26-Oct	28-Oct	5-Nov	12-Nov	19-Nov	26-Nov		3-Dec	10-Dec	17-Dec	24-Dec	31-Dec	7-Jan	14-Jan	21-Jan		28-Jan	4-Feb	11-Feb	18-Feb	25-Feb	4-Mar	11-Mar	18-Mar		25-Mar
Engineering Work Element								65%									95%									100%	
Alternate Plan Engineering Work Element								65%									95%									100%	
Surveying Work Element								100%																			

2013 _____

Page 1 of 1

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

BGEX 082912-1913

FUND Unincorporated Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/12	REMAINING BALANCE
<u>60TH STREET N/200TH TRAIL N-E OF M CANAL</u>								
3511-365-S185-6505	Design/Eng/Mgmt-Cip Admin	106,118	106,118	97,283	0	203,401	0	203,401
<u>RESERVES</u>								
3511-365-9900-9919	Res-St & Drng Improve	9,426,747	9,426,747	<u>0</u>	<u>97,283</u>	9,329,464		
				97,283	97,283			

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

SIGNATURE

Alice Kovalainen

DATE

8/29/12

By Board of County Commissioners
At Meeting of 10/16/12

Deputy Clerk to the
Board of County Commissioners

Attachment 4