

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

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<b>Meeting Date:</b>	May 7, 2013	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Regular</b>
		<input type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Public Hearing</b>

**Department:**  
**Submitted By:** Engineering & Public Works Department  
**Submitted For:** Roadway Production Division

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: a work task order to the Annual Agreement R2013-0413 in the amount of \$152,783.61 with Civil Design, Inc., (CDI) for professional services for El Paso Drive, Pancho Way and Pinto Drive east of Blanchette Trail (Project).

**SUMMARY:** Approval of this work task order will provide the professional services necessary for the preparation of design plans and construction bid documents for the Project. CDI 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 CDI is 93%.

District 6 (MRE)

**Background and Justification:** On April 16, 2013, the Board of County Commissioners (Board) awarded an Annual Agreement R2013-0413 with CDI to provide professional services required for Palm Beach County-wide (County) civil engineering projects. The County now desires CDI to prepare design plans and construction bid documents for the Project as detailed in Exhibit "A" of the attached work task order. The fee, as detailed in Exhibit "A" of the attached work task order, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum) .....	\$118,293.69	(Roadway Plans, Utilities, Permits, Signing and Pavement Marking Plans).
Reimbursable Expenses (Not to Exceed)...	\$ 30,789.44	(Survey, Geotechnical, Permit Fees and Reprographics).
Optional Services (Not to Exceed).....	\$ 3,700.48	(Post Design Services).
Total:	<u>\$152,783.61</u>	

After reviewing the attached work task order and finding it in proper order, staff recommends the Board's approval.

**Attachments:**

1. Location Sketch
2. Work Task Order with Exhibits "A", "B", "C" and "D" and Certificate of Insurance (2)
3. Project Work Schedule

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<b>Recommended by:</b>	<u>Ornelis A. Fernandez</u>	<u>4/17/13</u>
	Division Director	Date
<b>Approved By:</b>	<u>A. J. Webb</u>	<u>4/29/13</u>
	County Engineer	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>\$213,904</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$213,904</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget?                      Yes    X    No

**Budget Account No:**

Fund 3511    Dept 365    Unit S206    Object 6505

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

Unincorporated Improvement Fund  
El Paso Drive, Pancho Way and Pinto Drive East of Blanchette Trail

Basic Services	\$118,293.69
Reimbursable Services	\$ 30,789.44
Optional Services	\$ 3,700.48
Total Authorization	<u>\$152,783.61</u>
Staff Costs	
Roadway Production	\$ 30,560.00
Right of Way	\$ 7,640.00
Survey	\$ 7,640.00
Traffic	\$ 15,280.00
Fiscal Impact	<u>\$213,903.61</u>

**C. Departmental Fiscal Review:**

Alicia Kovalainen

**III. REVIEW COMMENTS**

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

[Signature] 4/23/2013  
OFMB  
4/23

[Signature] 4/25/13  
Contract Dev. and Control  
4-23-13 [Signature]

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

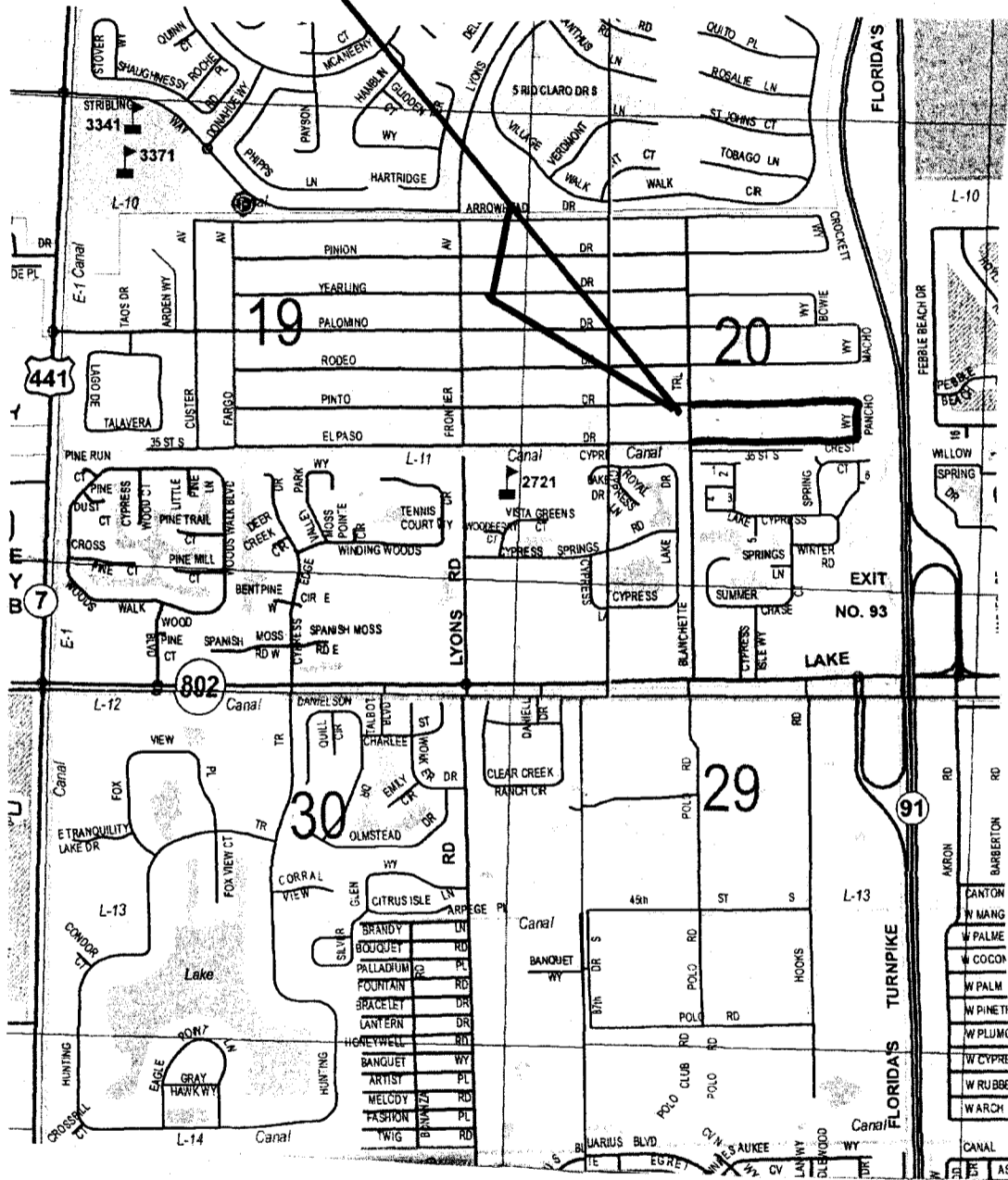
[Signature] 4/25/2013  
Assistant County Attorney

**C. Other Department Review:**

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

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

**EL PASO DRIVE,  
PANCHO WAY AND PINTO DRIVE  
E. OF BLANCHETTE TRAIL  
PALM BEACH COUNTY PROJECT NO. 2013129**



**LOCATION SKETCH**

**ATTACHMENT 2**

**WORK TASK ORDER TO ANNUAL AGREEMENT BETWEEN**

**PALM BEACH COUNTY  
AND  
CIVIL DESIGN, INC.**

**FOR PROFESSIONAL ENGINEERING SERVICES ON  
EL PASO DRIVE, PANCHO WAY AND PINTO DRIVE  
E. OF BLANCHETTE TRAIL**

**PROJECT NO.: 2013129  
PALM BEACH COUNTY, FLORIDA**

**THIS WORK TASK ORDER TO THE ANNUAL AGREEMENT**, made and entered into this day of \_\_\_\_\_ 2013 by and between Palm Beach County, hereinafter called the **COUNTY**, and Civil Design, Inc., a Florida Corporation with an address of 312 9<sup>th</sup> Street, West Palm Beach, Florida 33401, hereinafter called the **CONSULTANT**.

**WITNESSETH**

**WHEREAS**, the **COUNTY** and **CONSULTANT** entered into an Annual Agreement for civil engineering on a task order basis on April 16, 2013 (R2013-0413).

**WHEREAS**, the **COUNTY** desires the **CONSULTANT** to perform civil engineering services for El Paso Drive, Pancho Way and Pinto Drive E. of Blanchette Trail, Palm Beach County, Florida (hereinafter called the **PROJECT**); and,

**WHEREAS**, the **CONSULTANT** agrees to perform the civil engineering services required for preparing design plans and construction bid documents, including related documents for the **PROJECT**; and,

**Re: El Paso Drive, Pancho Way and Pinto Drive E. of Blanchette Trail  
Project No.: 2013129**

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

Basic Services in a lump sum fee of \$118,293.69;

Reimbursable Expenses capped at \$30,789.44;

Optional Services not to exceed \$3,700.48

Totaling \$152,783.61

**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 Work Task Order known as "SCOPE OF WORK & FEE".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Work Task Order.
3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Work Task Order.
4. The **CONSULTANT** has provided a sub-consultant Letter of Intent to perform as an SBE as described in Exhibit "D" of the Work Task Order.
5. The **COUNTY** agrees to pay the **CONSULTANT** a fee of One Hundred Fifty-Two Thousand Seven Hundred Eighty-Three Dollars and Sixty-One Cents (\$152,783.61).

Except as hereby amended, changed or modified, all other terms, conditions and obligations of the Agreement dated **April 16, 2013 (R2013-0413)**, shall remain in full force and effect.

**Re: El Paso Drive, Pancho Way and Pinto Drive E. of Blanchette Trail  
Project No.: 2013129**

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

**OWNER:**

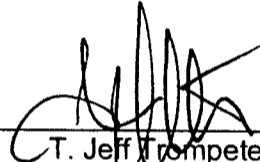
**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Steven L. Abrams, Mayor

**CONSULTANT:**

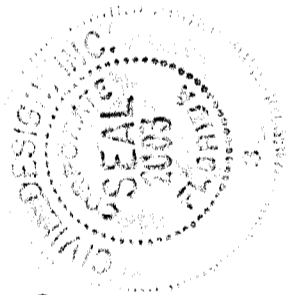
Civil Design, Inc.  
a Florida Corporation

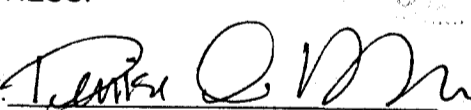
BY: \_\_\_\_\_  
  
T. Jeff Trompeter, P.E.  
President

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

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

**CORPORATE SEAL**

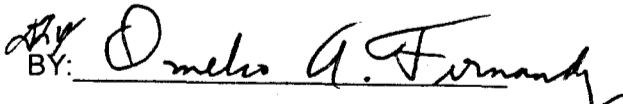


WITNESS:  
BY: \_\_\_\_\_  


**SEAL**

\_\_\_\_\_  
Denise A. Bas-Arzuaga  
(Printed Name)

**APPROVED AS TO TERMS  
AND CONDITIONS:**

BY: \_\_\_\_\_  


BY: \_\_\_\_\_  


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

\_\_\_\_\_  
Gabriel D. Burden  
(Printed Name)

\_\_\_\_\_  
COUNTY ATTORNEY

**EXHIBIT "A"**



**CIVIL DESIGN, INC.**  
ENGINEERING CONSULTANTS

Exhibit "A" - Page 1 of 23

March 15, 2013

Ms. Kristine Frazell-Smith, P.E., Project Engineer  
Palm Beach County Engineering & Public Works Department  
Roadway Production Division  
2300 N. Jog Road, Vista Center - 3<sup>rd</sup> Floor  
West Palm Beach, FL 33411

Re: El Paso Drive, Pancho Way and Pinto Drive east of Blanchette Trail  
PBC Project No. 20131269 *JP*

*Score for  
always  
KFS 3/18/13*  
*OK to proceed  
with  
3/21/13*

Dear Ms. Frazell-Smith:

Please find below and attached a task list and fee proposal for the subject work to be performed under our annual contract for engineering services with Palm Beach County (PBC).

**Project Description:**

The project consists of surveying, geotechnical, engineering design and permitting of  $\pm 4,600$  linear feet of roadway and drainage improvements for El Paso Drive, Pancho Way and Pinto Drive east of Blanchette Trail.

Project will be completed as three sets of distinct plans with the limits as follows:

1.  $\pm 2,550$  LF - El Paso Drive ( $\pm 2,050$  LF) & Pancho Way ( $\pm 500$  LF)
2.  $\pm 3,250$  LF - El Paso Drive ( $\pm 2,050$  LF), Pancho Way ( $\pm 500$  LF) & Pinto Drive ( $\pm 700$  LF)
3.  $\pm 4,600$  LF - El Paso Drive ( $\pm 2,050$  LF), Pancho Way ( $\pm 500$  LF) & Pinto Drive ( $\pm 2,050$  LF)

The scope and fee are based on an economy of scale in that El Paso Drive and Pancho Way will be included in all three plan sets, therefore, no additional design work is required among the three sets for these roadway corridors.

The second and third plan alternates include various portions of Pinto Drive and will be added to the design sets accordingly. The alternates will be broken out at the 100% and final submittals. The MP/TS, 35%, 65% and 96% submittal will be based on the overall project length of 4,600 LF comprising the three roadways.

Surveying, geotechnical and permitting scopes and fees are based on all  $\pm 4,600$  feet of roadway. In the event alternates 1 or 2 are chosen for construction, the permit can be modified for the lesser limits or certified as a partial completion.

Plans will be prepared in accordance with the latest standards of Palm Beach County as described in the Thoroughfare Roadway Design Procedures dated February 2006 as amended for this assignment, and the Florida Department of Transportation Plans Preparation Manual and FDOT Manual of Uniform Minimum Standard for Design, Construction and Maintenance for Streets and Highways, 2011 (Florida Greenbook.)





## CIVIL DESIGN, INC.

ENGINEERING CONSULTANTS

Exhibit "A" - Page 2 of 23

*El Paso Drive, Pancho Way and Pinto Drive east of Blanchette Trail (PBC Project 201312) 9  
March 15, 2013  
Page 2 of 6*

All plan sheets will be prepared on 11" x 17" paper at 1"=40' scale. 24"x36" plan sets will be used for permit agency submittal per their requirements.

We will provide the following basic, optional, and reimbursable services as follows:

### Basic Services

1. 35% Submittal
2. 65% Submittal
3. 96% Submittal
4. 100% Submittal
5. Final Submittal

### Optional Services

1. Post Design Services

### Reimbursable Services

1. Survey
2. Expenses
3. Permit Fees

#### **A. Basic Services**

##### **1. 35% Submittal**

These services refer to the following packages:

- Initial Utility Contact Plan
- Typical section package / Master plan
- 35% Design Plans Submittal

Initial Utility Contact Plans – includes the preparation of plan and profile sheets showing the survey base line stations, intersecting side street names, existing profile and above ground utilities. These plans will be developed at a scale of 1" = 40' on the aerial photographs for submittal to the utility companies that have facilities along the project corridor.

Typical Section package / Master plan, is the preparation of the typical section and a red-lined master plan on the 1" = 40' aerials showing all proposed turn lanes and roadway geometrics. In order to expedite the design process, typical section and master plan will be submitted at the same time.



## CIVIL DESIGN, INC.

ENGINEERING CONSULTANTS

*El Paso Drive, Pancho Way and Pinto Drive east of Blanchette Trail (PBC Project 20131209)*

*March 15, 2013*

*Page 3 of 6*

Exhibit "A" - Page 3 of 23

### The 35% Design Plans submittal will include:

1. Title Sheet
2. Approved Typical Section
3. Preliminary Drainage Map
4. Preliminary Geometrics
5. Benchmarks, References and Sectional Corners
6. Right of Way Lines, baseline of Survey and Centerline of Construction
7. Preliminary Drainage Design
8. Preliminary Profile Grade Lines
9. Existing Drainage
10. Existing Intersection Profiles
11. Existing Cross Sections
12. List of Required Permits

### 2. 65% Submittal

These services refer to the following packages:

- Utility Pothole Coordination Plans
- First Utility Coordination Meeting
- 65% Design Plans Submittal
- Permit Packages

The Utility Coordination will precede/accompany the 65% submittal. These tasks shall be done in accordance with the Appendix A of the Palm Beach County Thoroughfare Roadway Design Procedures. PBC utility department will designate and survey their utility lines within the corridor. The utility providers will expose their utility lines.

### The 65% Design Plans submittal will include:

1. Review comments for the 35% submittal addressed
2. Summary of Quantities (items only)
3. Drainage Design Computations
4. Proposed Drainage in Plan
5. Final Geometrics
6. Geometric computation book
7. Final Profiles
8. Limits of Construction
9. Intersection Profile Sheet
10. Proposed Cross Sections
11. Existing Utilities
12. Special Detail Sheets
13. Preliminary Signing and Pavement Marking Plans

Permit Packages – includes the application for all applicable permits. A drainage report will be prepared and processed through the Lake Worth Drainage District as appropriate for storm water outfall approvals. A Palm Beach County Environmental Resource Management permit is not required. NPDES permitting is not anticipated nor included. Project is anticipated to comply with South Florida Water Management District's No-Notice Permit criteria.



**CIVIL DESIGN, INC.**

ENGINEERING CONSULTANTS

*El Paso Drive, Pancho Way and Pinto Drive east of Blanchette Trail (PBC Project 201312) 9*

*March 15, 2013*

*Page 4 of 6*

**3. 96% Submittal**

These services refer to the following packages:

- Utility Conflict Resolution Plans and Meetings
- 96% Design Plans Submittal

Utility Conflict Resolution Plans and Meetings is the utility coordination prior to the 96% submittal. These tasks shall be done in accordance with the Appendix A of the Palm Beach County Thoroughfare Roadway Design Procedures.

The 96% Design Plans submittal will include:

1. Review comments for the 65% submittal addressed
2. Special Provisions for Construction Specification
3. Summary of Quantities Sheet
4. Utilities on Plan and Profile
5. Drainage on Drainage Map and Plan and Profile Sheets, including drainage structures
6. Signing and Pavement Marking Plans
7. Special Detail Sheets
8. Cross Sections
9. Quantity Computation Book
10. Engineer's Cost Estimate

**4. 100% Submittal**

These services refer to the following packages:

- Final Utility Coordination Meeting
- 100% Design Plans Submittal

Utility Coordination – involves coordination prior to the 100% submittal. These tasks shall be done in accordance with the Appendix A of the Palm Beach County Thoroughfare Roadway Design Procedures.

The 100% Design Plan submittal will include:

1. Review comments for the 96% submittal addressed
2. All permits received

**5. Final Submittal**

This submittal shall be done in accordance with the Palm Beach County Thoroughfare Roadway Design Procedures.

**B. Optional Services**

**1. Post Design Services:**

We have allotted 40 hours of post design services to address pre-bid meeting attendance, RFIs, shop drawing reviews, pre-construction meeting attendance and other services as requested by PBC.



**C. Reimbursable Services**

1. **Surveying Services.** Will be performed by our sub-consultant, Brown & Phillips, Inc., and will include per their proposal:
  - a. Establish the base line control and identify stationing.
  - b. Stations will be set at 100 foot intervals. Forty-six (46) stations are assumed.
  - c. The survey will contain vertical control pursuant to 3<sup>rd</sup> order level circuit based on PBC's Vertical Control Network.
  - d. Cross sections will be obtained at each property line, but not more than 100 foot intervals, and will include the current 30' right-of-way, 15' drainage easements on each side of the right-of-way and up to 10 feet outside the right-of-way either side of the right-of-way. Forty-six (46) total cross sections are assumed.
  - e. Topography will be obtained and project tie-in will be performed. Trees within the right-of-way, drainage easements and 10 foot outside of the right-of-way will also be located and depicted on the survey.
  - f. Reference control points (four proposed) will be set for horizontal and vertical control for construction plans.
  - g. Eight cross sections of the LWDD L-11 Canal will be obtained from Blanchette Trail to Pancho Way per LWDD requirements.
2. **Geotechnical Services.** Will be performed by our sub-consultant, Dunkelberger Engineering & Testing, Inc., and will include per their proposal:
  - a. Stake borings and utility clearance
  - b. Drill rig mobilization
  - c. Ten (1) auger borings to 6 foot depth
  - d. Maintenance of traffic for drilling operations
  - e. Geotechnical report
  - f. Assumes no permit fees associated with county right-of-way access (PBC project)
3. **Printing.** The costs for such printing will be billed to the County as shown on the fee proposal. AutoCAD files will be included with the final submittal.
4. **Permit fees.** Shall be billed to the County per the governing agency fee schedule.

**Project Schedule:**

It is anticipated that the reimbursable service for field survey can be completed within 60 days of the Notice to Proceed (NTP) (provided title information from PBC is available to meet schedule deadlines) and that plan preparation and permitting can be completed within 245 days thereafter.

A chart schedule is provided for graphic representation of each activity and anticipated duration. Note that the approval of permit applications is outside of the Consultant's control.



**CIVIL DESIGN, INC.**

ENGINEERING CONSULTANTS

*El Paso Drive, Pancho Way and Pinto Drive east of Blanchette Trail (PBC Project 2013128)*

*March 15, 2013*

*Page 6 of 6*

**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 Brown & Phillips, Inc.
2. Soil exfiltration tests are excluded as water quality is anticipated to be stored in the roadside swales with raised inlets. If exfiltration trench testing is needed, it will be requested as a Supplement to this Agreement.
3. Plan submittals (5 sets of 11"x17" prints and a PDF version) will be prepared and submitted at the MP/Typical Section, 35%, 65%, 96%, and 100% stages for PBC review and approval. The final deliverable will include 5 sets of 11"x17" signed and sealed prints, 1 set 11"x17" unsigned prints (for reproduction and file purposes), and two (2) CD-R with PDF version of the plans and associated AutoCAD files.
4. Design is based on providing water quality in roadside swales with new/existing outfalls to the LWDD L-11 canal.
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. Bidding and construction observation services are not included in this scope of services. Post design phase optional services are provided and are available by PBC as needed.
7. 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 Frompeter, P.E.  
President

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project:  
County:  
PBC Project No.

El Paso Dr, Pancho Wy & Pinto Dr east of Blanchette Tr  
Palm Beach  
2013129

Consultant Name: Civil Design, Inc.  
Consultant No.: 13-014  
Date: 4/4/2013  
Estimator: Jeff Trompeter

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Project Engineer	AutoCAD Technician			SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$42.07	\$26.44	\$22.00					
4. Roadway Analysis	390	39.0	156.0	195.0			✓ 390	\$10,055.37	\$25.78
5. Roadway Plans	618	62.0	247.0	309.0			✓ 618	\$15,937.02	\$25.79
6. Drainage Analysis	214	64.0	150.0	0.0			✓ 214	\$6,658.48	\$31.11
7. Utilities	41	20.5	20.5	0.0			✓ 41	\$1,404.46	\$34.26
8. Environmental Permits, Compliance & Clearances	38	19.0	19.0	0.0			✓ 38	\$1,301.69	\$34.26
19. Signing & Pavement Marking Analysis	132	13.0	53.0	66.0			✓ 132	\$3,400.23	\$25.76
20. Signing & Pavement Marking Plans	118	12.0	47.0	59.0			✓ 118	\$3,045.52	\$25.81
<b>Total Staff Hours</b>	1,551 ✓	229.5 ✓	692.5 ✓	629.0 ✓			1,551 ✓		
<b>Total Staff Cost</b>		\$9,655.07 ✓	\$18,309.70 ✓	\$13,838.00 ✓				\$41,802.77 ✓	\$26.95

Check = \$41,802.77 ✓

**BASIC SERVICES:**

SALARY RELATED COSTS: \$41,802.77  
 OVERHEAD: ✓ 153.00% ✓ \$63,958.24  
 SUBTOTAL: ✓ \$105,761.01  
 OPERATING MARGIN: ✓ 11.85% ✓ \$12,532.68  
**SUBTOTAL BASIC SERVICES: \$118,293.69 ✓**

**REIMBURSABLES:**

Subconsultant: Brown & Phillips, Inc. ✓ \$27,004.00  
 Subconsultant: Dunkelberger Engineering & Testing, Inc. ✓ \$2,145.44  
 Expenses Civil Design, Inc. ✓ \$1,640.00  
**SUBTOTAL REIMBURSABLES: ✓ \$30,789.44**

**OPTIONAL SERVICES:**

Post Design Services ✓ \$3,700.48  
**SUBTOTAL OPTIONAL SERVICES: ✓ \$3,700.48**

**GRAND TOTAL ESTIMATED FEE: ✓ \$152,783.61**

✓ 2.83 multiple

Exhibit "A" - Page 7 of 23

**Project Activity 4: Roadway Analysis**

Estimator: Jeff Trompeter

El Paso Dr, Pancho Wy & Pinto Dr east of Blanchette Tr  
2013129

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	32	32	Typicals for El Paso, Pancho & Pinto
4.4	Horizontal/Vertical Master Design Files	LS	1	120	120	
4.5	Cross Section Design Files	EA	46	1	46	46 cross sections for total project length
4.10	Computation Book & Quantities	LS	3	40	120	35%, 65%, 96%, 100% & Final Submittals (3 alts @ 100% & Final)
4.11	Cost Estimate	LS	18	3	54	MP/TS, 35%, 65%, 96%, 100% & Final Submittals (3 alts @ 100% & Final)
<b>Roadway Analysis Technical Subtotal</b>					<b>372</b>	
4.15	Technical Meetings	LS	6	3	18	Design meetings at MP/TS, 35%, 65%, 96%, 100% & Final (6 meetings at 3 hrs per meeting)
<b>Roadway Analysis Nontechnical Subtotal</b>					<b>18</b>	
<b>4. Roadway Analysis Total</b>					<b>390</b>	

Exhibit "A" - Page 8 of 23

**Project Activity 5: Roadway Plans**

Estimator: Jeff Trompeter

El Paso Dr, Pancho Wy & Pinto Dr east of Blanchette Tr  
2013129

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	3	8	3	24	Base + 3 plan set options @ 100% & Final
5.2	Summary of Pay Items Including Quantity Input		Sheet	3	16	3	48	Base + 3 plan set options @ 100% & Final
5.3	Drainage Map		Sheet	3	20	3	60	Base + 3 plan set options @ 100% & Final
5.5	Typical Section Sheets		Sheet	3	12	3	36	Base + 3 plan set options @ 100% & Final
5.6	General Notes/Pay Item Notes		Sheet	3	8	3	24	Base + 3 plan set options @ 100% & Final
5.7	Summary of Quantities		Sheet	3	16	3	48	Base + 3 plan set options @ 100% & Final
5.13	Plan/Profile Sheet		Sheet	24	4	24	96	8 plan & profile sheets - 3 sets @ 100% & Final
5.14	Profile Sheet (Driveways)		EA	40	1.5		60	40 driveway profiles @ 1.5 hrs each
5.21	Miscellaneous Detail Sheets		Sheet	3	16	3	48	Base + 3 plan set options @ 100% & Final
5.22	Drainage Structure Sheet (Per Structure)		EA	10	2		20	8 structures, 2 outfalls
5.23	Miscellaneous Drainage Detail Sheets		Sheet	3	16	3	48	Base + 3 plan set options @ 100% & Final
5.25	Lateral Ditch Cross Sections		EA	2	1		2	Roadside swales
5.30	Cross Sections		EA	46	2		92	
5.36	Erosion Control Plan		Sheet	4	2	4	8	for permitting
5.37	SWPPP		Sheet	2	2	2	4	for permitting
<b>5. Roadway Plans Total</b>						<b>54</b>	<b>✓ 618</b>	

Exhibit "A" - Page 9 of 23



**Project Activity 6: Drainage Analysis**

Estimator: Jeff Trompeter

El Paso Dr, Pancho Wy & Pinto Dr east of Blanchette Tr  
2013129

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.3	Design of Cross Drains	EA	8	4	32	8 structures
6.4	Design of Roadway Ditches	Per Ditch Mile	2	10	20	Roadside swales
6.5	Design of Outfalls	EA	2	4	8	2 outfalls to LWDD canal
6.8	Design of Flood Plain Compensation Area	Per Encroachment	3	30	90	Base + 3 calculation options @ 100% & Final
6.9	Design of Storm Drains	EA	8	2	16	8 inlets for ultimate build-out
6.13	Drainage Design Documentation Report	LS	3	16	48	Base + 3 calculation options @ 100% & Final
<b>6. Drainage Analysis Total</b>					<b>214</b>	

Exhibit "A" - Page 10 of 23

**Project Activity 7: Utilities**

Estimator: Jeff Trompeter

El Paso Dr, Pancho Wy & Pinto Dr east of Blanchette Tr  
2013129

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.2	Identify Existing UAO(s)	LS	5	2	10	5 utility providers @ 2hrs each
7.5	Preliminary Utility Meeting	LS	1	3	3	65% Utility Coordination Mtg
7.7	Collect and Review Plans and Data from UAO(s)	LS	5	2	10	5 utility providers @ 2hrs each
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	5	3	15	5 utility providers @ 3hrs each
7.12	Utility Constructability Review	LS	1	3	3	Final Utility Mtg
<b>7. Utilities Total</b>					<b>41</b>	

Exhibit "A" - Page 11 of 23

**Project Activity 8: Environmental Permits, Compliance and Clearances**

Estimator: Jeff Trompeter

El Paso Dr, Pancho Wy & Pinto Dr east of Blanchette Tr  
2013129

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Preliminary Project Research	LS	1	4	4	Coordinate LWDD permit procedure/outfalls
8.2	Complete Permit Involvement Form	LS	1	6	6	LWDD Permit application and submittal package
8.5	Complete And Submit All Required Permit Applications	LS	1	24	24	LWDD - single permit for all roadways
<b>Environmental Permits, Compliance and Clearances Technical Subtotal</b>					<b>✓ 34</b>	
8.16	Technical Meetings	LS	1	4	4	LWDD/PBC Staff
<b>Environmental Permits, Compliance and Clearances Nontechnical Subtotal</b>					<b>4</b>	
<b>8. Environmental Permits, Compliance and Clearances Total</b>					<b>✓ 38</b>	

Exhibit "A" - Page 12 of 23

**Project Activity 19: Signing and Pavement Marking Analysis**

Estimator: Jeff Trompeter

El Paso Dr, Pancho Wy & Pinto Dr east of Blanchette Tr  
2013129

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.3	Reference and Master Design File	LS	3	30	90	Base + 3 plan set options @ 100% & Final
19.7	Quantities	LS	3	10	30	Base + 3 plan set options @ 100% & Final
19.9	Cost Estimate	LS	3	4	12	Base + 3 plan set options @ 100% & Final
<b>19. Signing and Pavement Marking Analysis Total</b>					<b>√132</b>	

Exhibit "A" - Page 13 of 23

**Project Activity 20: Signing and Pavement Marking Plans**

Estimator: Jeff Trompeter

El Paso Dr, Pancho Wy & Pinto Dr east of Blanchette Tr  
2013129

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	3	4	3	12	Base + 3 plan set options @ 100% & Final
20.2	Summary of Pay Items/Estimates		LS	3	6		18	Base + 3 plan set options @ 100% & Final
20.3	Tabulation of Quantities		Sheet	3	12	3	36	Base + 3 plan set options @ 100% & Final
20.4	General Notes/Pay Item Notes		Sheet	3	4	3	12	Base + 3 plan set options @ 100% & Final
20.6	Plan Sheet		Sheet	12	3	12	36	Base + 3 plan set options @ 100% & Final
20.7	Typical Details		EA	4	1		4	Base + 3 plan set options @ 100% & Final
<b>20. Signing and Pavement Marking Plans Total</b>						<b>21</b>	<b>✓ 118</b>	

Exhibit "A" - Page 14 of 23

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT - POST DESIGN SERVICES**

Name of Project:  
County:  
PBC Project No.:

El Paso Dr, Pancho Wy & Pinto Dr east of Blanchette Tr  
Palm Beach  
2013129

Consultant Name: Civil Design, Inc.  
Consultant No.: 13-014  
Date: 4/4/2013  
Estimator: Jeff Trompeter

Staff Classification	Project Manager	Project Engineer	AutoCAD Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
	✓ \$42.07	✓ \$26.44	✓ \$22.00			
Post Design Services						
<b>Total Staff Hours</b>	16	24	0	40 ✓	\$1,307.68	\$32.69
<b>Total Staff Cost</b>	\$673.12 ✓	\$634.56 ✓	\$0.00		<b>\$1,307.68 ✓</b>	<b>\$32.69</b>

Check = \$1,307.68 ✓

**OPTIONAL SERVICES:**

SALARY RELATED COSTS:		\$1,307.68
OVERHEAD:	✓ 153.00%	\$2,000.75 ✓
SUBTOTAL:		\$3,308.43 ✓
OPERATING MARGIN:	✓ 11.85%	\$392.05 ✓
<b>SUBTOTAL OPTIONAL SERVICES:</b>		<b>\$3,700.48 ✓</b>

2.83 MULTIPLIER ✓

Exhibit "A" - Page 15 of 23

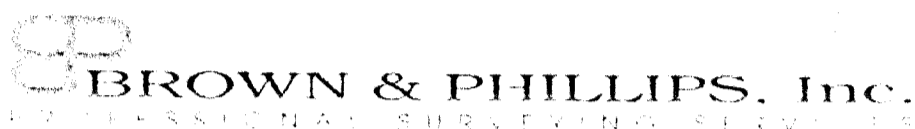
**Project Activity R: Reimbursables**

Estimator: Jeff Trompeter

El Paso Dr, Pancho Wy & Pinto Dr east of Blanchette Tr  
2013129

Task No.	Task	Scale	Units	No. of Units	Sets	\$/sheet	Total Cost	Comments
R1	Prints for LWDD	24x36	Sheet	40	4	\$1.50	\$240.00	4 sets of 40 sheets = 160 sheets total
R2	Prints for PBC	11x17	Sheet	40	25	\$0.20	\$200.00	5 sets of 40 sheets x 5 submittals = 1,000 sheets total + CD-R of CAD Files & PDFs
R3	LWDD MSTU Permit Fee		Ea	1	1	\$1,200.00	\$1,200.00	
<b>R. Reimbursable Total</b>							<b>\$1,640.00</b>	

Exhibit "A" - Page 16 of 23



February 21, 2013

Mr. Jeff Trompeter  
Civil Design, Inc.  
312 9<sup>th</sup> Street  
West Palm Beach, FL 33401

**Re: El Paso Drive, Pancho Way and Pinto Drive East of Blanchette Trail in Lake Worth  
Roadway Design Survey – Palm Beach County Project Number 2013129**

Dear Jeff:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. We will review any title work supplied by you. The scope of services is as follows:

**SCOPE OF SERVICES**

**I. HORIZONTAL PROJECT NETWORK CONTROL**

Using the information supplied by Palm Beach County, we will establish the Right-of-Way for El Paso Drive, Pancho Way and Pinto Drive. A traverse will be run through the route and all found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment). The Palm Beach County Survey Department will supply all the sectional control information along the proposed route.

The limits of the survey are the entire length of El Paso Drive including Blanchette intersection, Pancho Way north to Pinto Drive, Pinto Drive back to Blanchette Trail, canal along south side of El Paso Drive, and two north-south swales (ditches) as shown on Attachment 'B'.

**II. VERTICAL PROJECT NETWORK CONTROL**

A level run will be performed along the route using the existing Palm Beach County benchmarks (NAVD 1988). Benchmarks will be set along the route, not exceeding 600 feet apart, so that we will have at least one benchmark per plan sheet. All benchmarks will be set outside of the proposed right of way.

**III. BASELINE LAYOUT**

We will lay out the baseline at 100' intervals setting appropriate points at each station. The baseline will be laid out within the limits of the approximate 4,600' route. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks.



Trompeter  
February 21, 2013  
Page 2

#### IV. REFERENCE POINTS

We will reference the baseline at intervals not exceeding 1400 feet along the route. These points will be used to replace disturbed baseline stations. We propose to set four (4) references.

#### V. SECTION TIES AND PROPERTY TIES

We will tie in section corners and property corners along the route to check the present alignment of El Paso, Pancho and Pinto. We will try to locate as many corners as possible to positively establish the current right of ways.

#### VI. TOPOGRAPHY

A topographic survey will be performed along the route. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, utilities, walks, edge of pavement, curbing, drainage structures, etc. These locations will show all features within the corridor from right of way to right of way extending to 10' outside the proposed right of way if provided.

#### VII. CROSS SECTIONS

Cross sections will be done along the route at 100' intervals. These cross sections will cover the roadway to the right of way lines and extend to 25' outside of the right of way. In addition, we will obtain cross sections of the two north-south swales/ditches, from 10' past top of bank to 10' past top of bank. The swales are heavily vegetated and will require line cutting.

#### VIII. ASBUILTS

We will attempt to get asbuilt information on all the pipes leading out of any storm or sanitary sewer structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes.

#### IX. TREE SURVEY

We will locate all the planted trees within the right of way. These will be shown on the CADD file produced with types and caliper sizes and a tree survey will be produced.

#### X. LAKE WORTH DRAINAGE DISTRICT (LWDD) DRAWING

We will perform cross sections and soundings every 300 feet across the existing canal along the south side of El Paso Drive. We propose to perform eight (8)± cross sections over the canal at 300 foot intervals as requested by the client. The sections will go from the south edge of pavement of El Paso Drive to 10' past the south right-of-way of the canal. We will prepare a drawing of the canal sections with plan (1"=20') and profile (1"=10') views.

Trompeter  
February 21, 2013  
Page 3

**XI. CLOSURE**

A drawing will be produced which will show all the features located. We propose to provide Civil Design, Inc. with an AutoCAD file in the version requested. Any additional work will be done on an hourly basis as approved by you. We will perform the scope of services for a lump sum fee of **\$27,004.00** (see Attachment 'A' for an hourly breakdown). Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Sincerely,

**Brown & Phillips, Inc.**

  
John E. Phillips III, P.L.S.  
Principal

JEP/mb

Attachments

Accepted This \_\_\_\_\_ Day Of \_\_\_\_\_, 2013.

Civil Design, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_



**BROWN & PHILLIPS, Inc.**  
 PROFESSIONAL SURVEYING SERVICES

ATTACHMENT 'A'

El Paso Drive, Pancho Way and Pinto Drive East of Blanchette Trail in Lake Worth  
 PBCo. Project No. 2013129

Type of Survey: Roadway Design

Size: El Paso - 2050', Pancho - 500', Pinto - 2050' = 4600'± total

Date: February 21, 2013

TASK	3 MAN CREW	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination			2	
Horizontal Project Network Control	12	14	6	Establish control and right-of-way
Vertical Project Network Control	10	2	0.5	Set benchmarks along corridor
Baseline Layout	4.5	1		Layout baseline at 100' intervals
Reference Points	5	1		Set references (4 pts.)
Section Ties	3	1		Tie in PBCo. Horizontal control
Subdivision & Property Ties	10	4	2	Tie in adjoining property corners
Topography	32	8	2	Locate all above ground features
Cross Sections	38	8	1	At 100' intervals to 25' outside R/W, heavily vegetated swales
Asbuilts	5	1		Asbuilt storm structures
Tree Survey	10	2		Locate planted trees in R/W (±120 trees)
LWDD Survey	12	17	3	8± canal cross sections and prepare LWDD survey (9 sheets)
CADD Base Drawing		41	4	Prepare cadd drawing & topo survey
Total Hours:	✓ 141.5	✓ 100	✓ 20.5	
Rate/Hour	✓ \$125.00	✓ \$70.00	✓ \$113.00	
Subtotal:	✓ \$17,687.50	✓ \$7,000.00	✓ \$2,316.50	
<b>Total Labor Cost:</b>				✓ \$27,004.00

**Other Direct Costs:**

	quantity	cost/unit	total
Prints		\$1.50	\$0.00
Shipping		1.20	\$0.00
Other			\$0.00

**Total Other Direct Costs:**

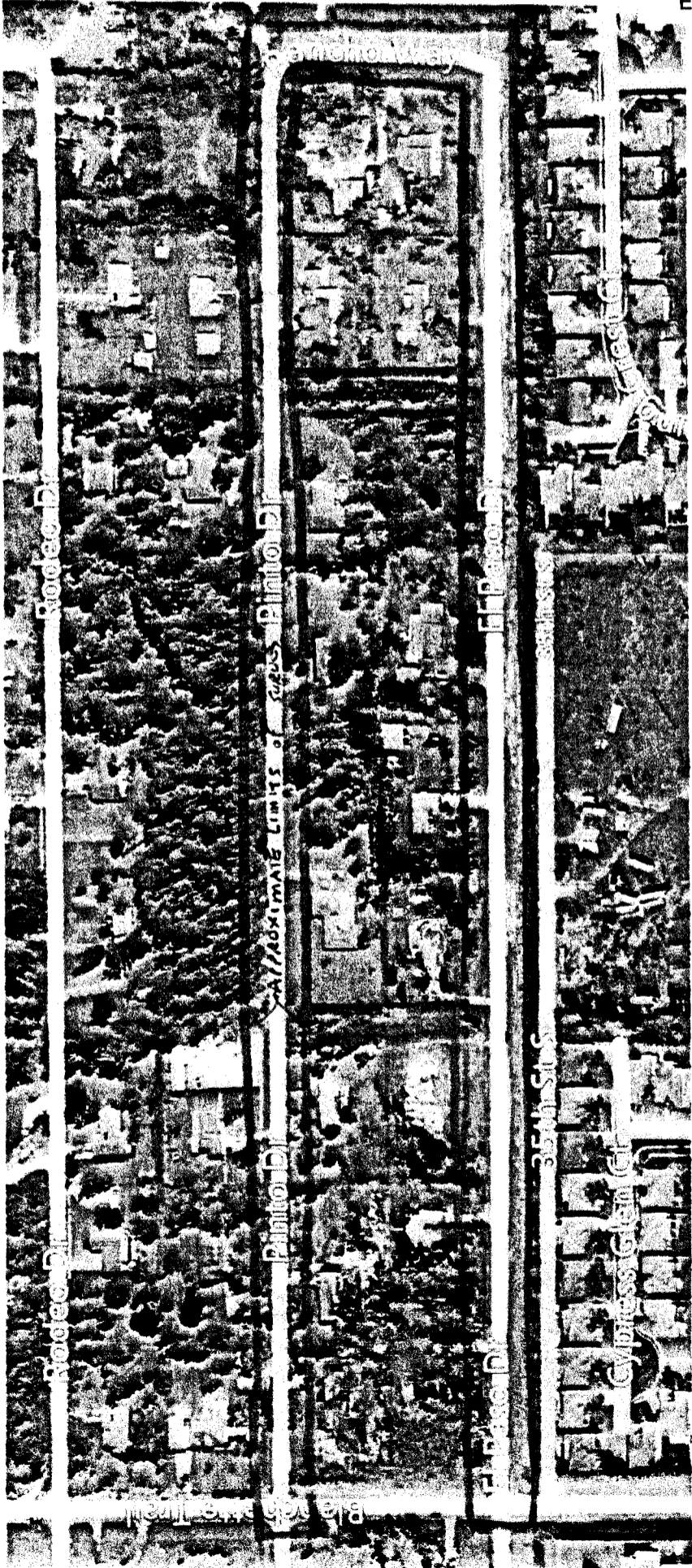
\$0.00

**TOTAL PRICE**

✓ 2,744 multiple

✓ \$27,004.00

74



Attachment 'B'

- Fort Lauderdale
- Port Saint Lucie
- Sarasota
- West Palm Beach

Civil Design, Inc.  
312 9<sup>th</sup> Street  
West Palm Beach, FL 33401

March 13, 2013  
Project No.: WPB-13-8485  
BG 21.1

Attention: Mr. Jeff Trompeter, P.E.  
President

Subject: ***Proposal, Geotechnical Engineering Services***  
**Lake Worth Ranchette Roadways**  
**Palm Beach County, Florida**

Mr. Trompeter:

### INTRODUCTION

Pursuant to your March 13, 2013 request, Dunkelberger Engineering & Testing, Inc. (Dunkelberger) is pleased to submit this proposal for geotechnical engineering services for the proposed modifications planned for the existing Lake Worth Ranchette Roadways in Palm Beach County, Florida. This proposal provides a scope of work and implementation schedule. Compensation for our services is also discussed. Unit rates used to develop this proposal are consistent with our current continuing services contract with Palm Beach County.

We understand that Palm Beach County wishes to improve the following roadways:

- Pinto Drive from Blanchette Trail to Pancho Way
- El Paso Drive from Blanchette Trail to Pancho Way
- And Pancho Way from El Paso Drive to Pinto Drive

Subsurface information in the form of stratigraphy, thickness of existing roadway surface course components, and groundwater levels are needed at this time for the evaluation process.

### SCOPE OF WORK

The subsurface study will entail four tasks:

1. Exploration of the subsurface conditions along the roadway alignments using ten 6-foot deep auger borings at a nominal spacing of 500 feet. Samples of the subsurface materials will be obtained at frequent vertical intervals. The borings will be backfilled with granular materials upon their completion.
2. Review of the data from the borings and classification of the subsurface components in accordance with the Unified Soil Classification System (ASTM D 2487) and appropriate geologic nomenclature.
3. Preparation of a CADD generated boring location plan and subsurface profiles for the borings.
4. Preparation and submittal of a report which presents the factual information obtained from the borings.

Lake Worth Ranchette Roadway Improvements  
Project No. WPB-13-8485 BG 21.1  
March 13, 2013

**SCHEDULE, COMPENSATION AND OTHER TERMS**

We are prepared to initiate our work within five days after receiving your written notification to proceed. After the mandatory utility locate request and waiting period (48 hours), we expect to complete the field work in a single day, barring wet weather related delays. Engineering data evaluation and report preparation will require about one week. Thus the overall time frame for our work will be 2 to 3 weeks. Three copies of the report will be transmitted to you at the completion of the work.

Based upon our general knowledge of the subsurface conditions of the site area and an understanding of the project, we are willing to provide the services outlined earlier for a fixed fee of \$2,145.44, as itemized below. The rates shown below are consistent with our current continuing services contract with Palm Beach County.

- A. Start Up
    - Stake Borings & Utility Clearance: 4 hours @ \$75.22 per hour .....\$ 300.88
  - B. Subsurface Exploration
    - Drill Rig Mobilization: Lump Sum.....\$ 350.00
    - Auger Borings 10 to 6' deep: 60 feet @ \$9/foot.....\$ 540.00
    - MOT: 1 Day @ \$150 per day.....\$ 150.00
  - C. Geotechnical Engineering & Report
    - Engineer, P.E.: 8 hours @ \$84.64/hour .....\$ 677.12
    - Drafter/CADD: 2 hours @ \$63.72/hour .....\$ 127.44
- Total .....\$ 2,145.44

Other terms and conditions pertaining to the engagement of our services are discussed in the attached General Conditions. The General Conditions are hereby incorporated into and made a part of this proposal. Thank you for considering Dunkelberger for this assignment. If the proposal is satisfactory, kindly sign and return, intact, the acceptance copy furnished for this purpose. Should the proposal contents require any clarification or amplification, please feel free to contact us.

Very truly yours,

**DUNKELBERGER ENGINEERING & TESTING, INC.**



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

3,0 multiplier

Attachment: General Conditions

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

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

**EXHIBIT "B"**

**CERTIFICATION STATEMENTS**

Project: **El Paso Drive, Pancho Way and Pinto Drive E. of Blanchette Trail**  
Project No.: **2013129**

Consultant/Annual Consultant: **Civil Design, 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**

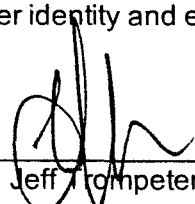
By entering into this Agreement the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed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

  
\_\_\_\_\_  
T. Jeff Trompeter, P.E., President



**CONFLICT OF INTEREST DISCLOSURE FORM**

**Project:** El Paso Drive, Pancho Way and Pinto Drive E. of Blanchette Trail

**Project No.:** 2013129

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.

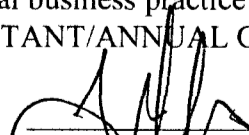
CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S 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 T. Jeff Trompeter, P.E., as  
(Name of Individual)

President, of Civil Design, 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)

4.4.13  
(Date)

**EXHIBIT "C"**

Palm Beach County  
Engineering & Public Works Roadway Production

Exhibit "C" - Page 1 of 2

**PARTICIPATION FOR MWBE/SBE CONSULTANTS**  
Contract

<b>Project Name:</b> El Paso Drive, Pancho Way and Pinto Drive E. of Blanchette Trail	<b>Project Number:</b> 2013129
<b>Prime Vendor:</b> Civil Design, Inc.	<b>Resolution Number:</b>
<b>Telephone:</b> (561) 659-5760	<b>Resolution Date:</b> 4/2/2013
<b>Contact:</b> Jeff Trompeter	<b>Department:</b> Engineering & Public Works

**MINORITY SUBCONTRACTORS**

Minority Sub-Consultant	Type of Work Performed	----- Contract Dollar Amount for Sub-Consultant -----				
		Black	Hispanic	Women	Other	White Male
Civil Design, Inc. 312 9TH ST WEST PALM BEACH, FL 33401 (561) 659-5760	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	0.00	0.00	118,293.69
Brown & Phillips, Inc. 1860 OLD OKEECHOBEE ROAD, SUI WEST PALM BEACH, FL 33409 (561) 615-3988	MWBE	0.00	0.00	0.00	0.00	
	SBE	27,004.00	0.00	0.00	0.00	0.00
Civil Design, Inc. 312 9TH ST WEST PALM BEACH, FL 33401 (561) 659-5760	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	0.00	0.00	1,640.00
Civil Design, Inc. 312 9TH ST WEST PALM BEACH, FL 33401 (561) 659-5760	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	0.00	0.00	3,700.48
<b>Total Contract Authorizatoin</b> \$152,783.61		<b>Total MWBE</b>	0.00	0.00	0.00	0.00
		<b>Percentage</b>	0.00%	0.00%	0.00%	0.00%
		<b>Total SBE</b>	27,004.00	0.00	0.00	0.00
		<b>Percentage</b>	17.67%	0.00%	0.00%	0.00%
						123,634.17
						80.92%

**SCHEDULE 1**

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

PROJECT NAME OR BID NAME: El Paso Dr., Pancho Way and Pinto Dr. E. of Blanchette Trl. PROJECT NO. OR BID NO.: 2013129  
 NAME OF PRIME BIDDER: Civil Design, Inc. ADDRESS: 312 9<sup>th</sup> Street, West Palm Beach, FL 33401  
 CONTACT PERSON: Jeff Trompeter PHONE NO.: 561-659-5760 x103 FAX NO.: 561-659-5772  
 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)	
1. Civil Design, Inc. 312 9 <sup>th</sup> Street West Palm Beach, FL 33401 561-659-5760	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<u>80.92%</u>	_____	
2. Brown & Phillips, Inc. 1860 Old Okeechobee Rd, Ste 509 West Palm Beach, FL 33409 561-615-3988	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>17.67%</u>	_____	_____	_____	_____	
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
<b>Total</b>			<u>17.67%</u>	_____	_____	<u>80.92%</u>	_____	
Total Bid Price \$ <u>152,783.61</u>		Total SBE-M/WBE Participation Dollar Amount or Percentage of Work <u>98.59%</u>						

- Note:
- 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.
  - Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
  - M/WBE information is being collected for tracking purposes only.

Revised 03/15/2011

# EXHIBIT "D"

**USBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2013129 PROJECT NAME: El Paso Drive, Pancho Way and Pinto Drive E. of Blanchette Trail

TO: Civil Design, Inc.  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise  Minority Business Enterprise   
Black  Hispanic  Women  Caucasian  Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: January 28, 2013 to January 27, 2016

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>5.02 Roadway Design Survey</u>	<u>1</u>	<u>LS</u>	<u>\$27,004.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

at the following price or percentage  
17.67% (\$27,004.00)  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage \_\_\_\_\_ / \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Civil Design, Inc.  
Print name of Prime Contractor  
By: [Signature]  
Signature  
TJ Trueter President  
Print name/title of person executing on behalf  
Prime Contractor

Brown & Phillips, Inc.  
Print name of SBE-M/WBE Subcontractor  
By: [Signature]  
Signature  
John E. Phillips, III / President  
Print name/title of person executing on behalf  
of SBE/M/WBE Subcontractor

Client#: 9256

CIVIDES31

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/02/2012

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 SunCoast Insurance, div of USI P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	CONTACT NAME:		
	PHONE (A/C, No, Ext): 813 289-5200	FAX (A/C, No): 8132894561	
E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:			
INSURED Civil Design, Inc. 312 9th Street West Palm Beach, FL 33401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Phoenix Insurance Company		25623
	INSURER B: Travelers Indemnity Company		25658
	INSURER C: Travelers Casualty & Surety Co		31194
	INSURER D: Liberty Insurance Underwriters		19917
	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.

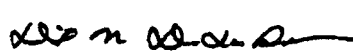
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6605883L455	10/01/2012	10/01/2013	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
A	AUTOMOBILE LIABILITY <input 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			6605883L455	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$			CUP3798T439	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB5408Y719	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability			AEA1009370001	10/01/2012	10/01/2013	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability coverage is written on a claims-made and reported basis.  
 Certificate Holder Cont: Engineering & Public Works Ops/Roadway Production  
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners c/o Engineering & Public Works Department 2300 North Jog Road Suite #3W-33 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 
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**DESCRIPTIONS (Continued from Page 1)**

**Division.**

**RE: " For All Projects with Palm Beach County"**

**Professional Liability has a 10/1/2003 Retroactive Date**

**Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are additionally insured with respect to the General and Auto Liability policies.**





**CIVIL DESIGN, INC.**  
ENGINEERING CONSULTANTS

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April 5, 2012

Charlie Rich, P.E., Director  
Palm Beach County Engineering Services Division  
2300 Jog Road, Third Floor  
West Palm Beach, Florida 33411

Re: Company Owned Vehicles & Insurance

Dear Mr. Rich:

I am writing to confirm that Civil Design, Inc. has no company owned vehicles. As such our insurance coverage is shown as "Hired Autos" and "Non-Owned Autos".

Sincerely,

T. Jeff Trompeter, P.E.  
President

**Proposed Schedule for El Paso Drive, Pancho Way, & Pinto Drive - Paving & Drainage Improvements (PBC Project No. 2013126)**

Description	Dur	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				Month 7				Month 8				Month 9			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
<b>PROPSOED SCHEDULE</b>																																					
Notice to Proceed (NTP)	1 day																																				
Survey Services	80 days																																				
Geotechnical Services	30 days																																				
Engineering Design Services	245 days																																				
Master Plan & Typical Section	15 days																																				
MP & TS review by PBC	15 days																																				
35% document preparation	45 days																																				
35% review by PBC	15 days																																				
65% document preparation	80 days																																				
65% review by PBC	15 days																																				
96% document preparation	30 days																																				
96% review by PBC	15 days																																				
100% submittal	15 days																																				
100% Review by PBC	10 days																																				
Final Submittal	10 days																																				
Permitting Services	75 days																																				

= REPRESENTS ANTICIPATED DURATION