Agenda Item No.: 3-C-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: March 12, 2019 $[\mathbf{x}]$ Consent Regular Workshop \prod **Public Hearing Department: Engineering & Public Works Department** Submitted By: **Roadway Production Division Submitted For: Roadway Production Division**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) the third amendment to the Civil Engineering Annual Contract R2016-0308 (Contract) with Civil Design, Inc., (CDI) to update language in sections 7.1, 9, 12, and 20; and
- B) a task order to the Contract with CDI in the amount of \$117,876.70 for professional services for Church Street from Limestone Creek Road to west of Central Boulevard (Project).

SUMMARY: Approval of the third amendment will update the language of the termination section, criminal history records check section, commercial non-discrimination section, and scrutinized companies section to be compliant with new standards. Approval of this task order will provide the professional engineering services necessary for the preparation of design plans and construction bid documents for the Project. The Project will provide a two-lane roadway with bike lanes and drainage improvements. The Small Business Enterprise (SBE) goal for all contracts is 15%. CDI committed to 95% SBE participation for the Contract, and proposes 100% SBE participation for this task order. Their overall SBE participation to date for this contract is 91.38%. This solicitation for annual design professionals was advertised on August 9, 2015 and August 16, 2015 according to the SBE Ordinance in place at the time, with final selection taking place on December 9, 2015. CDI is a certified SBE utilizing seven subconsultants that are certified SBE firms and four that are also M/WBE certified. This Contract is scheduled for resolicitation by March 21, 2019 pursuant to the new Equal Business Opportunity ordinance. CDI is a Palm Beach County based company. District 1 (LBH)

Background and Justification: On March 22, 2016, the Board of County Commissioners (BCC) approved the Contract R2016-0308 with CDI to provide professional services required for civil engineering throughout the County. The County now desires CDI to prepare design plans and construction bid documents for the Project as detailed in Exhibit "A" of the task order. The fee, as detailed in Exhibit "A" of the attached task order, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum) \$95,793.45 (Roadway and Drainage Analysis and

Plans, Utilities, Permits, Signing and

Pavement Marking).

Services (Not to Exceed) \$16,615.56 (Survey, Prints, Permit Fees).

Optional Services (Not to Exceed) \$ 5,467.69 (Post Design Services, Legal Descriptions

and Sketches).

Total: <u>117,876.70</u>

After reviewing the attached task order and finding it in proper order, the Engineering Department recommends the BCC's approval.

Attachments:

- 1. Location Sketch
- 2. Third Amendment (2)
- 3. Task Order with Exhibits "A", "B", "C", "D", "E" and Certificates of Insurance (2)

Recommended by:	Sand 2 Tuf	2/5/19
	County Engineer	Date
Approved By:	fae	2/11/19
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$165,027	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-
NET FISCAL IMPACT	\$165,027	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund 3501 Dept 361 Unit 1443 Object 6505

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Zone-1 Fund Church St., Limestone Creek Rd to W. of Central Blvd.

New Task Authorization	
Basic Services	\$ 95,793.45
Reimbursables	\$ 16,615.56
Optional Services	\$ 5,467.69
Total Task Authorization	\$117,876.70
Staff Charges	
Roadway Production	\$ 23,575.00
Right of Way	\$ 5,894.00
Survey	\$ 5,894.00
Traffic	\$ 11,787.00
Fiscal Impact	\$ 165,026 70

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A.	OFMB Fiscal and/or Contract Dev. and C	Control Comments:
	Rollen Raws 2/6/19	A. S. Janoon 2, P110
440 216	OFNIB 92	Contract Dev. and Control
B.	Approved as to Form	

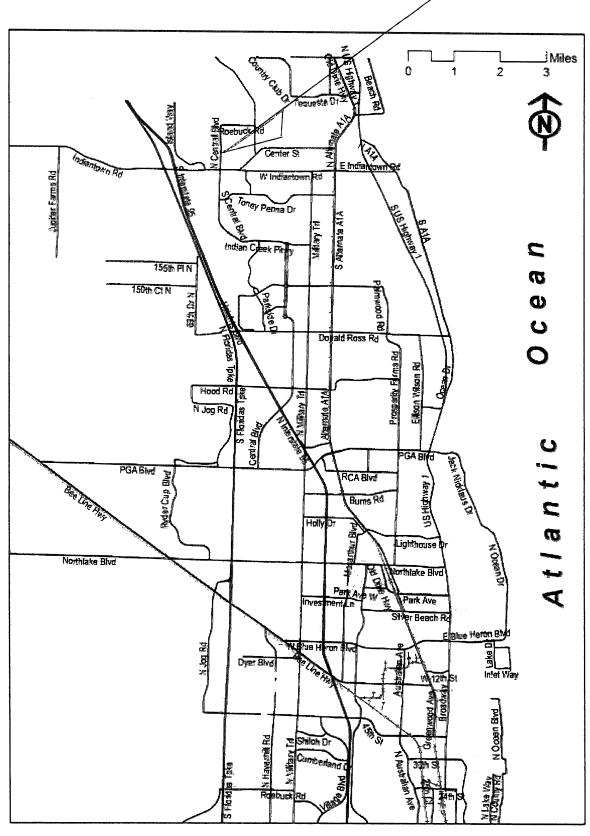
and Legal Sufficiency:

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment. 2 F:\COMMON\WP\AGENDAPAGE2\AGNPGTWO2019\19.102.CSA.DOC

Church Street Limestone Creek Rd. to W. of Central Blvd. Palm Beach County Project No. 2014503





Location Sketch

THIRD AMENDMENT TO THE ANNUAL CIVIL ENGINEERING CONTRACT NO. R2016-0308 DATED MARCH 22, 2016, BY AND BETWEEN CIVIL DESIGN, INC., AND PALM BEACH COUNTY

This THIRD AMENDMENT to the Annual Civil Engineering Contract dated March 22, 2016, (R2016-0308), hereinafter "CONTRACT", is entered into on the date written below, by and between Civil Design, Inc., hereinafter "CONSULTANT" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY".

WITNESSETH

WHEREAS, the CONSULTANT and COUNTY entered into the CONTRACT for engineering services and other related tasks throughout Palm Beach County; and

WHEREAS, on February 7, 2017 (R2017-0140) Amendment No. 1 was approved by the **COUNTY** to renew the contract; and

WHEREAS on February 6, 2018 (R2018-0132) Amendment No. 2 was approved by the **COUNTY** with the modified rates; add **SECTION 21** – **PUBLIC RECORDS**; **AND SECTION 22** - **ADDITIONAL REPORTING**; and

WHEREAS, the CONSULTANT and the COUNTY mutually agree to amend SECTION 7.1 – TERMINATION; SECTION 9 – CRIMINAL HISTORY RECORDS CHECK; SECTION 12 – COMMERCIAL NON-DISCRIMINATION; AND SECTION 20 – SCRUTINIZED COMPANIES to the CONTRACT; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

- 1. The above recitations are true and correct and are incorporated herein.
- 2. SECTION 7.1 TERMINATION of the CONTRACT is hereby deleted in its entirety and replaced with the following Section 7.1 TERMINATION:

This CONTRACT may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this CONTRACT through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this CONTRACT, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the **COUNTY**.
- D. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

3. SECTION 9 - CRIMINAL HISTORY RECORDS CHECK of the CONTRACT is hereby deleted in its entrielty and replaced with the following SECTION 9 - CRIMINAL HISTORY RECORDS CHECK:

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its CONTRACT price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This CONTRACT may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the CONTRACT and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated

CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

4. SECTION 12 - COMMERCIAL NON-DISCRIMINATION of the CONTRACT is hereby deleted in its entirety and replaced with the following SECTION 12 - COMMERCIAL NON-DISCRIMINATION:

The CONSULTANT represents and warrants that it will comply with the COUNTY'SCommercial Non-discrimination Policy described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instance of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of any resulting CONTRACT and may result in termination of the CONTRACT, disqualification or debarment of the CONSULTANT from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. All subconsultant agreements shall include this commercial non-discrimination clause.

- 5. SECTION 20 SCRUTINIZED COMPANIES of the CONTRACT is hereby deleted in its entirety and replaced with the following SECTION 20 SCRUTINIZED COMPANIES:
 - A. As provided in F.S. 287.135, by entering into this **CONTRACT** or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
 - B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector

List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this CONTRACT may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this CONTRACT shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of CONTRACT renewal, if applicable.

6. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the **CONTRACT**, as amended on February 7, 2017 (R2017-0140) and February 6, 2018 (R2018-0132), shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have car (R2016-0308) to be executed and sealed this	used this Third Amendment to the CONTRACT day of, 2019.
OWNER: Palm Beach County, Florida, a Political Subdivision of the State of Florida	CONSULTANT: Civil Design, Inc.
BOARD OF COUNTY COMMISSIONERS BY: Mack Bernard, Mayor	BY: T. Jeff Trompeter, P.E., President
S E A L	CORPORATE SEAL
ATTEST: Sharon R. Bock, Clerk & Comptroller Circuit Court	ATTEST WITNESS: BY: Denise A. Bas-Arzuaga, CEO (Print Name)
BY:(Print Name)	(Signature)
(Signature)	BY: Gabriel D. Burden, VP (Print Name)
APPROVED AS TO TERMS AND CONDITIONS: BY: GO Omelio A. Fernandez, P.E.	Signature)
Director of Roadway Production	
APPROVED AS TO FORM & LEGAL SUFFICIENCY:	,
BY:Yelizaveta B. Herman,	
Assistant County Attorney	

 $F: \label{local_condition} F: \label{local_condition} F: \label{local_condition} ICIVIL\ DESIGN \label{local_condition} DESIGN \label{local_condition} 2014 \label{local_condition} 2014 \label{local_condition} Amendment_cf.\ docx \label{local_condition} DESIGN \label{local_condition} 2014 \label{local_condition} DESIGN \label{local_condition} 2014 \label{local_condition} 2014 \label{local_condition} DESIGN \label{local_condition} 2014 \label{loca$

Attachment 3

WORK TASK ORDER TO ANNUAL CONTRACT BETWEEN

PALM BEACH COUNTY
AND
CIVIL DESIGN, INC.

FOR PROFESSIONAL ENGINEERING SERVICES ON CHURCH STREET FROM LIMESTONE CREEK RD. TO W. OF CENTRAL BOULEVARD

PROJECT NO.: 2014503 PALM BEACH COUNTY, FLORIDA

THIS WORK TASK ORDER TO THE ANNUAL CONTRACT, made and entered into this day of _______ 2019, by and between Palm Beach County (COUNTY), a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and Civil Design, Inc., a Florida Corporation with an address of 1400 Centrepark Boulevard, Suite 905, West Palm Beach, FL 33401, hereinafter called the CONSULTANT.

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into an Annual Contract for civil engineering on a task order basis on March 22, 2016 (R2016-0308) (CONTRACT); and

WHEREAS, the COUNTY desires the CONSULTANT to perform services for the Church Street from Limestone Creek Road to west of Central Boulevard Project (PROJECT); and

WHEREAS, the CONSULTANT agrees to prepare the design plans and construction bid documents, including related documents for the PROJECT; and

Re: CHURCH ST. FROM LIMESTONE CREEK RD. TO W. OF CENTRAL BLVD. Project No.: 2014503

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 \$95,793.45;

Reimbursable Expenses capped at \$16,615.56;

Optional Services capped at \$5,467.69;

Totaling \$117,876.70

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 above recitals are true and correct and are incorporated herein.
- 2. The **CONSULTANT** agrees to provide professional services as described in **Exhibit** "A" of this Work Task Order known as "SCOPE OF WORK & FEE".
- 3. The **CONSULTANT** agrees to the certification statements as described in **Exhibit "B"** of this Work Task Order.
- 4. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in **Exhibit "C"** of this Work Task Order.
- 5. The **CONSULTANT** has provided a sub-consultant Letter of Intent to perform as an SBE as described in **Exhibit "D"** of this Work Task Order.
- 6. The **CONSULTANT** agrees to comply with the Project Work Schedule, as described in Exhibit "E" of this Work Task Order.
- The COUNTY agrees to pay the CONSULTANT a fee of One Hundred Seventeen Thousand Eight Hundred Seventy-Six Dollars and Seventy Cents (\$117,876.70).

Except as hereby amended, changed or modified, all other terms, conditions and obligations of the **CONTRACT**, as amended on February 7, 2017 (R2017-0140) and February 6, 2018 (R2018-0132), shall remain in full force and effect.

Re: CHURCH ST. FROM LIMESTONE CREEK RD. TO W. OF CENTRAL BLVD. Project No.: 2014503

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	CONSULTANT: Civil Design, Inc.
BOARD OF COUNTY COMMISSIONERS	LINA
BY: Mack Bernard, Mayor	BY: T. Jeff Tlompeter, P.E., President
SEAL	CORPORATE SEAL
ATTEST: Sharon R. Bock, Clerk & Comptroller Circuit Court	ATTEST WITNESS: BY: Denise A. Bas-Arzuaga, CEO
D.V.	(Print Name)
BY:(Print Name)	(Signature)
(Signature)	BY: <u>Gabriel D. Burden, VP</u> (Print Name)
APPROVED AS TO TERMS AND CONDITIONS:	(Signature)
BY: MAN Director of Roadway Production	

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Yelizaveta B. Herman, Assistant County Attorney

BY:_



Exhibit "A" - Page 1 of 21

July 24, 2018

Ms. Kristine Frazell-Smith, P.E., Local Roads Section Manager Palm Beach County Engineering & Public Works Department Roadway Production Division 2300 N. Jog Road, Vista Center – 3rd Floor West Palm Beach, FL 33411

Re: Church Street; PBC Project No. 2014503

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, civil engineering design and permitting of ±3,400 linear feet of roadway, sidewalk, bike lanes and drainage improvements for Church Street from west of Limestone Creek Road to west of Central Boulevard.

Scope includes a 2-lane road roadway section with bike lanes mono-pitched to the south while maintaining the northside back of walk profile. Church Street presently discharges into the Jupiter Community Park via the existing drainage trunk line on the north side of the roadway. Additional water quality and storage may be provided in a roadside swale on the south side as needed.

Scope includes a northbound right turn lane from Limestone Creek Road to eastbound Church Street as well as a westbound right turn lane from Church Street to northbound Limestone Creek Boulevard. The Church Street eastbound bike lane/pathway will be extended east for connectivity to Central Boulevard as determined during design. Scope also includes speed humps for traffic calming along Church Street.

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

All plan sheets will be prepared on 11" x 17" paper at 1"=40' scale.

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

Basic Services

- 1. Master Plan/Typical Section
- 2. 65% Submittal

Page 1 of 21

Exhibit "A" - Page 2 of 21

Church Street PBC Project No. 2014503 July 24, 2018

- 3. 96% Submittal
- 4. 100% Submittal
- 5. Final Submittal

Optional Services

- 1. Post Design Services
- 2. Legal Descriptions and Sketches

Reimbursable Services

- 1. Survey
- 2. Prints
- 3. Permit Fees

A. Basic Services:

1. <u>Typical Section / Master Plan Submittal.</u> The Typical Section package / Master Plan, is the preparation of the typical section and a master plan on the 1'' = 40' aerials showing all proposed roadway geometrics. The required project limits will be determined once the survey is completed, including title information from PBC, and incorporation of the requested design parameters. Interim submittal to be made via PDF for utility mark-ups.

2. 65% Submittal

These services refer to the following packages:

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

<u>The Utility Coordination</u> submittal will 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 utility conflict matrix will be provided after the pothole meeting.

The 65% Design Plans submittal will include:

- 1. Summary of Quantities (items only)
- 2. Drainage Design Computations
- 3. Proposed Drainage in Plan
- 4. Final Geometrics
- 5. Geometric computation book
- 6. Final Profiles
- 7. Limits of Construction
- 8. Proposed Cross Sections
- 9. Existing Utilities
- 10. Special Detail Sheets
- 11. Preliminary Signing and Pavement Marking Plans

Exhibit "A" - Page 3 of 21

Church Street PBC Project No. 2014503 July 24, 2018

- 12. Engineer's Cost Estimate
- 13. Review of tie-in conditions to determine if any restoration agreements might be needed
- 14. Utility conflict matrix provided after receipt of 65% comments

<u>Permit Packages</u> – includes the application for all applicable permits. A drainage report will be prepared and processed through the South Florida Water Management District and Northern Palm Beach County Improvement District as appropriate for storm water and outfall approval. A Palm Beach County Environmental Resource Management permit is not required. NPDES permitting is not anticipated nor included.

3. 96% Submittal

These services refer to the following packages:

- Pothole meeting and 65% review comments
- 96% Design Plans Submittal

<u>Utility Conflict Resolution Plans and Meetings</u> 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

<u>Utility Coordination</u> – 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

Exhibit "A" - Page 4 of 21

Church Street PBC Project No. 2014503 July 24, 2018

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.

2. Legal Descriptions and Sketches:

We have allotted two legal descriptions and sketches if needed.

C. Reimbursable Services

- 1. Surveying Services. Will be performed by our sub-consultant, Brown & Phillips, Inc., and will include the scope of work as detailed in their proposal attached herewith.
- 2. Printing. The costs for such printing will be billed to the County as shown on the fee proposal.
- 3. Permit fees. Shall be billed to the County per the governing agency fee schedule.

Project Limitations and Assumptions:

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

- 1. Plan submittals (5 sets of 11"x17" prints and a PDF version) will be prepared and submitted at the MP/TS, 65%, 96%, and 100% stages for PBC review and approval. The final deliverable will include 1 set of 11"x17" signed and sealed prints, 3 additional sets of 11"x17" unsigned prints, and 1 set of 11"x17" unsigned & unbound prints (for reproduction and file purposes), and two (2) CD-R with PDF version of the plans and associated AutoCAD design files.
- 2. Design is based on providing water quality in roadside swales and/or dry detention area with an outfall to the Jupiter Community Park system as presently permitted.
- 3. 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.
- 4. Post design phase optional services are provided and are available by PBC as needed.

Sincerely,

T. Jeff Trompeter, P.E.

President

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:

County: PBC Project No. Church Street Palm Beach 2014503 Consultant Name: Civil Design, Inc.

Consultant No.: P18-045

BASIC SERVICES:

Date: July 24, 2018

Staff Classification	Total Staff	Principal Engineer (PE	Project Manager (PE)	Project Engineer (EI)	AutoCAD Technician		Staff Hour By	Salary Cost By	Average Rate Per
	Hours	\$61.90 V	\$46.30 كسر	\$31.12	\$26.50		Activity	Activity	Task
4. Roadway Analysis	226.0	12.0	34.0	90.0	90.0		226.0	\$7,502.80	\$33.20 V
5. Roadway Plans	352.0 ⊌	0.0	70.0	141.0	141.0		352.0 ₺	\$11,365.42	\$32.29
6. Drainage Analysis	184.0	9.0	55.0	120.0	0.0		184.0 ₺	\$6,838.00	\$37.16
7. Utilities	36.0 4	0.0	18.0	18.0	0.0		36.0 🖫	\$1,393.56	\$38.71
8. Environmental Permits, Compliance & Clearances	84.0 🕨	0.0	42.0	42.0	0.0		84.0 ₺	\$3,251.64	\$38.71
19. Signing & Pavement Marking Analysis	30.0 🕨	0.0	2.0	14.0	14.0		30.0 \	\$899.28	\$29.98
20. Signing & Pavement Marking Plans	40.0 4	0.0	4.0	18.0	18.0		40.0 4	¹ \$1,222.36 ₺	\$30.56
Total Staff Hours	952.0	21.0	225.0	443.0 ×	263.0 ₹		952.0 į	.x''	
Total Staff Cost		\$1,299.90	\$10,417.50	\$13,786.16	\$6,969.50 V	<u> </u>		\$32,473.06	\$34.11

2018-2019 Hourly Rates

Contract multiplier = 2.95

 SALARY RELATED COSTS:
 \$ 32,473.06

 OVERHEAD:
 164.00%
 \$ 53,255.82

 SUBTOTAL:
 \$ 85,728.88

 OPERATING MARGIN:
 11.74%
 \$ 10,064.57

 SUBTOTAL BASIC SERVICES:
 \$ 95,793.45

REIMBURSABLES:
Survey (Brown & Phillips, Inc.) \$ 14,795.56

Prints & Permit Fees \$ 1,820.00

SUBTOTAL REIMBURSBALES: \$ 16,615.56

OPTIONAL SERVICES:

Post Design Services (Civil Design, Inc.) \$ 4,567.69 \(\sqrt{2} \)

Legal Descriptions & Sketches (Brown & Phillips) \$ 900.00 \(\sqrt{2} \)

SUBTOTAL OPTIONAL SERVICES: \$ 5,467.69 \(\sqrt{2} \)

GRAND TOTAL ESTIMATED FEE: \$ 117,876.70

Exhibit "A" - Page 5 of 21

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Project Activity 4: Roadway Analysis

Church Street 2014503

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section	LS	5	4	20 🗸	Crown sections, monopitch section, transitions, turn lane sections
4.2	Horizontal/Vertical Alignments	LS	1	80	80 🗸	
4.3	Review of Cross Section & Driveways	EA	66	1	66 -	34 cross sections and 32 driveways (66 at 1 hr each)
4.4	Computation Book & Quantities	LS	1	16	16	
4.5	Cost Estimate	LS	4	8	32 🗸	Prepared at 65%, 96%, 100% & Final (4 hours each)
	Roadway Ana	lysis T	echnical	Subtotal	214 🕏	
4.6	Technical Meetings	LS	3	4	12 ~	Meetings at 65%, 96%, and 100% (3 meetings at 2 hrs x 2 people)
	Roadway Analysis Nontechnical Subtotal					
	4. Roadway Analysis Total				226	

Project Activity 5: Roadway Plans

Church Street 2014503

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	1	4 🗸	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	1	8 4	/
5.3	Drainage Map		Sheet	2	8	1	16	1"=200' scale
5.4	Typical Section Sheet		Sheet	1	8	1	8 🐔	
5.5	General Notes/Pay Item Notes		Sheet	1	4	1	4 /	/
5.6	Summary of Quantities		Sheet	1	8	1	8	/
5.7	Plan		Sheet	6	8	6	48 🏏	/
5.8	Profile		Sheet	6	8	6	48	
5.9	Driveways Profiles		EA	32	2	2	64	32 driveways
5.10	Miscellaneous Detail Sheets		Sheet	2	8	2	16 V	
5.11	Drainage Structures (Per Structure)		EA	16	2	2	32 ^{1/}	16 structures assumed
5.12	Roadside swale profiles		Sheet	6	4		24 -/	Roadside swale for additional WQ
5.13	Cross Sections		EA	34	2	6	68 V	34 cross sections
5.14	Erosion Control Plan		Sheet	2	2	2	4 🗸	for permitting
	5. Roadway Plans Total							1

Page 8 of 21

Project Activity 6: Drainage Analysis

Church Street 2014503

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Design of Cross Drains and Trunk Line	EA	8	4	32 🛂	
6.2	Design of Roadway Ditches	LS	1	16	16	
6.3	Historical Drainage Review and Analysis	LS	1	24	24 🕏	Review existing drainage and outfalls to Jupiter Park
6.4	Design of Storm Drains	EA	16	2	32 🛂	16 structures assumed, hydraulic computations
6.5	Drainage Design Documentation Report	LS	1	80		Drainage report including calcuations for runoff and water quality for permitting purposes
6. Drainage Analysis Total						

Hours/

Total Hours

No of

Units

Task

Task

Church Street 2014503

Comments

Project Activity 8: Environmental Permits, Compliance and Clearances

Church Street 2014503

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Complete Permit Involvement Forms	LS	2	24	48 V	SFWMD and NPBCID permit applications
8.2	Submit Permit Applications	LS	2	16	32 🗸	SFWMD and NPBCID permit processing, follow-up, etc.
8.3	Meetings	EA	2	2	4	Agency Mtg (2 people @ 2hrs/each)
	8. Environmental Permits, Complia	84 🇸				

Project Activity 19: Signing and Pavement Marking Analysis

Church Street 2014503

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Reference and Master Design File	LS	1	16	16 🗸	
19.2	Quantities	LS	1	4	4 /	
19.3	Computation Book	LS	1	2	2 /	
19.4	Cost Estimate	LS	4	2	8	65%, 96%. 100% and Final
	19. Signing and Pavement Marking Analysis Total					

Project Activity 20: Signing and Pavement Marking Plans

Church Street 2014503

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	2	1	2 🐔	
20.2	Summary of Pay Items/Estimates		LS	1	2	1	2	
20.3	Tabulation of Quantities		Sheet	1	2	1	2	2
20.4	General Notes/Pay Item Notes		Sheet	1	2	1	2	/
20.5	Project Layout		Sheet	4	4	1	16	1
20.6	Plan Sheet		Sheet	4	4	1	16	1
	20. Signing and Pavement Marking Plans Total							8

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

Name of Project:

Church Street

County:

Palm Beach

PBC Project No.:

2014503

Consultant Name: Civil Design, Inc.

Consultant No.: P18-045

Date: July 24, 2018

Staff Classification	Principal Engineer (PE)	Project Manager (PE)	Project Engineer (EI)	AutoCAD Technician	SH By	Salary Cost By	Average Rate Per	
	\$61.90 V	\$46.30 °	\$31.12 V	\$26.50 ^J	Activity	Activity	Task	
Post Design Services								
Total Staff Hours	0 ,	√ 20	20		√ 40	\$1,548.40	\$38.71	
Total Staff Cost	\$0.00	\$926.00 ¥	\$622.40 🗸	\$0.00		\$1,548.40	\$38.71	

2018-2019 Hourly Rates Contract multiplier = 2.95 **OPTIONAL SERVICES:**

OPERATING MARGIN:

SALARY RELATED COSTS:

OVERHEAD:

164.00%

\$2,539.38 \$4,087.78

\$1,548.40

SUBTOTAL:

11.74%

\$479.91

SUBTOTAL OPTIONAL SERVICES:

\$4,567.69

Page 13 of 21

								Church Street 2014503
Task No.	Task	Scale	Units	No. of Units	Sets	\$/sheet	Total Cost	Comments
R1	Prints for PBC submittals	11x17	Sheet	600	1	\$0.20	\$120.00	5 sets @ 30 sheets x 4 submittals = 600 sheets
R2	NPBCID Permit Fee	1	Ea				\$500.00	Based on NPBCID (governemnt type)
R3	SFWMD Permit Fee	1	Ea				\$1,200.00	Based on SFWMD Major Modification
						;		
			R. I	Reimbursa	able Total		\$1,820.00	*

South Florida Water Management District

Exhibit "A" - Page 15 of 21

PERMIT APPLICATION FEE SCHEDULE

(Effective 8/7/2016)

Environmental Resource Permits

New Individual or Conceptual Permit (excludes Agriculture, Mitigation Bank)

	oject area < 10 acres; no wetlands or surface waters; no boat slips		
	oject area < 10 acres; < 1 acre wetland or surface water; < 10 boat slips		
	roject area < 40 acres; < 3 acres wetlands or surface waters; < 30 boat slips		
	oject area < 100 acres; < 10 acres wetlands or surface waters; < 50 boat slips		
	roject area < 640 acres; < 50 acres wetlands or surface waters; < 50 boat slips	•	•
• Pr	roject area > 640 acres; > 50 acres wetlands or surface waters; > 50 boat slips	\$ 2	25,000
New Indiv	vidual Agriculture or Silviculture Permit		
	oject area < 10 acres; < 1 acre wetland or surface water	\$	859
	oject area < 40 acres; < 3 acres wetlands or surface waters		
	oject area < 100 acres; < 10 acres wetlands or surface waters		
	roject area < 640 acres; < 50 acres wetlands or surface waters		
	roject area > 640 acres; > 50 acres wetlands or surface waters		•
امريان نامان ما	Lon Compositual Donneit Basis and Administration (construit a August 1997 1997 1997 1997 1997 1997 1997 199		
	l or Conceptual Permit Major Modification (excludes Agriculture, Mitigation Banks) roject area < 10 acres; no wetlands or surface waters; no boat slips		1 200 V
	roject area < 10 acres; < 1 acre wetland or surface waters; < 10 boat slips		
	roject area < 40 acres; < 3 acres wetlands or surface waters; < 30 boat slips		
	roject area < 40 acres; < 3 acres wetlands or surface waters; < 50 boat slips		•
	roject area < 640 acres; < 50 acres wetlands or surface waters; < 50 boat slips		
	roject area > 640 acres; > 50 acres wetlands or surface waters; > 50 boat slips	•	•
V F1	oject area > 040 acres, > 30 acres wetlands of surface waters; > 30 boat slips	> 1	15,000
Individua	l Agriculture or Silviculture Permit Major Modification		
• Pr	roject area < 10 acres; < 1 acre wetland or surface water	\$	515
• Pr	roject area < 40 acres; < 3 acres wetlands or surface waters	\$	1,466
• Pr	roject area < 100 acres; < 10 acres wetlands or surface waters	\$	2,417
	roject area < 640 acres; < 50 acres wetlands or surface waters		
• Pr	roject area > 640 acres; > 50 acres wetlands or surface waters	\$	3,963
Individua	or Conceptual Permit Minor Modification (includes Mitigation Banks)		
	ime Extension of Permit (not associated with SB/HB)	Ċ	500
	ime Extension of Permit (associated with SB/HB)		0
	1inor errors not requiring technical review		0
	ransfer of ownership		0
	ransfer from construction to operation phase		0
	Il other minor modifications (Letter Modification)		250
٠ ٨١	in other minor mouncations (Letter Mounication)	Ş	250
New Indi	ividual or Conceptual Permit for a Mitigation Bank		
	ermit area < 100 acres	\$	7,500
			•

Northern Palm Beach County Improvement District

V. FEE SCHEDULE

Exhibit "A" - Page 16 of 21

Submittal Fee:

Single Family Residential Lot: \$250.00

All others: \$500

(This includes POA's, Governmental Agencies, Utility Companies,

Developers, etc.)

Review Fees:

Permit review fees are based on actual engineering costs associated with the permit review process. If during the review process, the review fees exceed \$2,000.00 prior to permit approval, an interim invoice will be issued to the permitee. For review fees less than \$2,000.00 an invoice for the actual cost of review will be sent prior to permit issuance.

There will be a \$250.00 administrative fee due for any permit modification requests submitted subsequent to the issuance of the permit plus any applicable review fees.

Legal Fees:

All legal fees incurred by Northern in connection with the project being permitted will be invoiced in conjunction with review fees.

Inspection/Usage Fees:

The invoice referenced above will also include a minimum inspection fee of \$250.00 or 2% of Engineer's Cost Estimate for construction, whichever is greater.. The cost estimate is to be based on Northern permitted activities and affected facilities. This fee will cover Northern's cost to inspect permitted activities, attend project meetings and deal with any other miscellaneous items that come up before the permit is closed. Please note that the Permittee is required to submit a signed and sealed cost estimate from their Engineer of Record with the initial submittal. When the permit is complete and has been closed by Northern all remaining inspection fees will be returned to the Permittee. Please allow 4 to 6 weeks from the time of closure for delivery of the check.

If additional inspection fees or other related fees to the permit above the \$250.00 or 2% of the cost of construction are incurred, the permitee will be invoiced for the remaining balance and that balance must be paid prior to permit close out.

WAIVER OF FEES

The following types of permit submittals are granted an automatic waiver:

a. All permit submittals to address prospective or remedial erosion control within a Northern property interest shall be exempt from payment of Northern's standard permit fees and changes.

THE PERMIT WILL NOT BE ISSUED UNTIL FULL PAYMENT IS RECEIVED. ALL FEES SUBJECT TO CHANGE WITHOUT NOTICE



July 12, 2018

Mr. Jeff Trompeter Civil Design, Inc. 1400 Centrepark Boulevard Suite 905 West Palm Beach, FL 33401

Church Street and Limestone Creek Road

300' West of Limestone Creek Road to the West Edge of Pavement of Central Boulevard

Roadway Design Survey

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. The scope of services is as follows:

SCOPE OF SERVICES

We will perform a specific purpose/topographic survey under this project and the survey work will be performed in accordance with the current Standards of Practice, The Thoroughfare Design Standards and all County

HORIZONTAL PROJECT NETWORK CONTROL

Using the information supplied by Palm Beach County and the survey previously prepared by this office (B&P Project 14-041 plus extended 800'±). we will establish the Right-of-Way for Church Street and Limestone Creek Road. A traverse will be run through the route and found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment). We will obtain the sectional and geodetic control information from the Palm Beach County Survey Department.

The limits of the survey are from 300' west of Limestone Creek Road to the west edge of pavement of Central Boulevard and 200' north and 200' south of Church Street on Limestone Creek Road (as outlined in blue on Attachment 'B').

II. **RIGHT-OF-WAY**

We will review and compile any title information furnished to us for the rights-of-way (R/W), abutting properties, easements, and restrictions. No search of the Public Records will be performed by Brown & Phillips. We will review the title package and plot all right-of-way documents and easements on the Survey and alert the County of any missing R/W segments that make up the entire R/W corridor. All gaps or overlaps will be brought to the County's attention.

III. 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. All benchmarks will be set outside of the proposed limits of construction.

Trompeter July 12, 2018

IV. BASELINE LAYOUT

We will lay out the baseline at 100-foot intervals setting appropriate points at each station. The baseline will be laid out within the limits of the 3,400'± route. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks. The Right-of-Way will be staked at 100' intervals in accordance with the Design Standards Page 20 Phase IIE.

V. 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 three (3) references. Baseline control (begin/end project all PC's & PT's) both horizontal and vertical will be set and referenced outside the limits of construction. We will prepare a Project Network Control (PNC) Sheet meeting Palm Beach County Roadway Standards.

VI. SECTION TIES AND PROPERTY TIES

We will tie in section corners and property corners along the route to check the present alignment of Church Street and Limestone Creek Road. We will try to locate as many corners as possible to positively establish the current rights of way. We will tie in a minimum of two (2) Palm Beach County geodetic points to meet County requirements. Subdivision corners, section corners and other existing control monumentation that will assist in the establishment of the R/W will be located and shown on the Survey.

VII. 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 25 feet outside the proposed right of way (if provided prior to start of the field work). In addition, we will obtain the finish floor elevations for the residences along Church Street.

VIII. CROSS SECTIONS and TIN CREATION (DTM)

Cross sections will be done along the route at 100-foot intervals. These cross sections will cover the roadway to the right of way lines and extend to 25 feet outside of the right of way (if provided prior to start of the field work). In addition, we will prepare a TIN file and all the corresponding breaklines for the design of the roadway. Since a TIN is required this will entail additional shots to be taken on the cross sections to accurately depict the existing conditions.

IX. AS-BUILTS

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

X. TREE LOCATIONS

We will locate all the trees and shrubs/hedges within the right of way and extending to 25 feet outside the right of way on both Church Street and Limestone Creek Road. These will be shown on the CADD file with types and caliper sizes. Not a tree survey.

Exhibit "A" - Page 19 of 21

Trompeter July 12, 2018

XI. **OPTIONAL SERVICES: LEGAL DESCRIPTIONS AND SKETCHES**

We will prepare legal descriptions and sketches if needed for temporary construction easements (TCE) or right-of-way takes. These sketches will be based on record ownership data and record plats provided by Palm Beach County. All sketches will be consistent with the requirements of Palm Beach County and Florida Standards of Practice. We have estimated two (2) parcels for this project at \$450.00 each totaling \$900.00.

CLOSURE

A certified signed and sealed Specific Purpose Survey (11" x 17" sheets on a 1" = 40' scale) will be prepared and delivered, to be included with the engineering plans (sheets SURX-SURXX) showing the existing right-of-way and supporting record information in addition to all improvements as outlined. 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 \$15,695.56 (\$14,795.56 for the survey and \$900.00 for legal descriptions and sketches), 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.



Church Street and Limestone Creek Road

Type of Survey: Roadway Design Size: 3400'±

Date: July 12, 2018

TASK	3 MAN CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination				1	
Horizontal Project Network Control	2		2		Establish control
Title Review			12	3	Review/compile furnished right-of-way
Vertical Project Network Control	4		1		Set benchmarks along corridor
Baseline Layout	1		0.5		Recover baseline at 100' intervals
Reference Points	3				Set references and prepare PNC Sheet
Section Ties	2				Tie in PBCo. Horizontal control
Subdivision & Property Ties	3		2	1	Tie in adjoining property corners
Topography	18		4	1	Locate all above ground features
Cross Sections	12		3		At 100' intervals to 25' outside R/W - TIN file
Asbuilts	1				Asbuilt storm structures
Tree Locations	6		2		Locate planted trees in R/W to 25' outside R/W (4" or greater)
Specific Purpose Survey		25	5	4	Prepare drawing of specific purpose survey
Total Hours:	52 √	25	31.5 🗸	10	
Rate/Hour	\$162.37	\$90.28	\$90.28 🗸	\$125.15 °	
Subtotal:	\$8,443.24	\$2,257.00	\$2,843.82	\$1,251.50	

Other Direct Costs: quantity unit. cost/unit Legal Description & Sketch each \$450.00 Prints sheet \$1.50 Shipping cost x markup 1.20 **Total Other Direct Costs:**

\$900.00

\$15,695.56 [~]

TOTAL PRICE

Page 20 of 21

total

\$0.00

\$0.00

√\$900.00

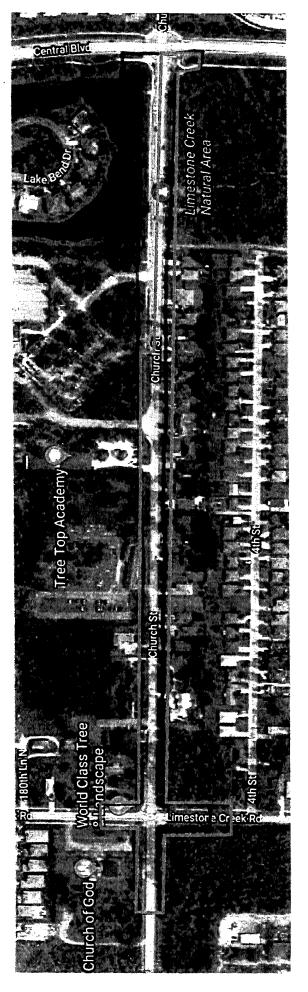


Exhibit "A" - Page 21 of 21

Page 21 of 21

Exhibit "B" - Page 1 of 2

CERTIFICATION STATEMENTS

Project:

Church Street from Limestone Creek Road to W. of Central Boulevard

Project No.:

2014503

Consultant/Annual Consultant: Civil Design, Inc.

By entering into this Contract, 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 Contract.

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 Contract 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 Contract 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 Contract.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Contract or performing any work in furtherance hereof, the **CONSULTANT/ANNUAL CONSULTANT** certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Leff (Monopeter, P.E., LEED AP, President

2 of 2

	CONFLICT OF INTEREST DISCLOSURE FORM	Exhibit "B" – Page
Project: Churc Project No.: 20145	ch St. from Limestone Creek Rd. to W. of Central Blvd.	<u>.</u>
CONSULTANT/AN or indirect, which we County, except as fol	NUAL CONSULTANT represents that it presently has no in buld or could conflict in any manner with the performance lows:	of services for the
(Attach additional she	eets as needed.)	
shall be employed CONSULTANT certicurrent potential co	NUAL CONSULTANT further represents that no person he for said performance. By signing below, CONSUL iffies that the information contained herein is true and correct conflicts of interest which may influence or appearance. NNUAL CONSULTANT'S judgment or quality of services	TANT/ANNUAL and constitutes all ear to influence
certified mail of all pobusiness association, CONSULTANT'S/A the County. Such wricircumstance, the nat and request an opinion would, in the opinion	NUAL CONSULTANT shall promptly notify the COUN ptential conflicts of interest that may arise in the future through interest or other circumstance which may influence or approximately a	gh any prospective ppear to influence s being provided to ociation, interest or NT may undertake st or circumstance
of CONSULTANT/A to the COUNTY, the	of the COUNTY, the prospective business association, interest NNUAL CONSULTANT would constitute an unacceptable COUNTY shall so state in the notification and the CONSUL not enter into said association, interest or circumstance.	conflict of interest
THIS DISCL	COSURE is submitted by T. Jeff Trompeter, P.E., LEEI (Name of Individual)	<u>O AP</u> , as

Civil Design, Inc.

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 busines practice and is grounds for sanctions against future

(Firm Name of CONSULTANT/ANNUAL CONSULTANT)

County business with the CONSULTANT/ANT/ANT/ANT/ANT.

<u>President</u>

(Title/Position)

Palm Beach County Engineering & Public Works Roadway Production

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Exhibit "C" - Page 1 of 2

Contract

Project Name: Church St. from Limestone Creek Rd. to W. of Central Blvd.

Project Number:

Resolution Date

2014503

Prime Vendor: Civil Design, Inc.

Resolution Number

12/5/2018

Telephone: (561) 659-5760 **Contact:** Jeff Trompeter

Department:

MINORITY SUBCONTRACTORS

Minority	Type of Work	*======	Contract Dollar Amount for Sub-Consul						
Sub-Consultant	Performed	Black	Hispanic	Women	Other	White Male			
Civil Design, Inc.									
1400 Centrepark Blvd., #905	MWBE	0.00	0.00	0.00	0.00				
WEST PALM BEACH, FL 33401 (561) 659-5760	SBE	0.00	0.00	0.00	0.00	95,793.45			
Brown & Phillips, Inc.									
1860 OLD OKEECHOBEE ROAD, SUI WEST PALM BEACH, FL 33409	MWBE	0.00	0.00	0.00	0.00				
(561) 615-3988	SBE	14,795.56	0.00	0.00	0.00	0.00			
Civil Design, Inc.						That also all and a second a second and a second a second and a second a second and			
1400 Centrepark Blvd., #905	MWBE	0.00	0.00	0.00	0.00				
WEST PALM BEACH, FL 33401	CDF		0.00						
(561) 659-5760	SBE	0.00	0.00	0.00	0.00	1,820.00			
Civil Design, Inc.	COLUMN TO THE								
1400 Centrepark Blvd., #905	MWBE	0.00	0.00	0.00	0.00				
WEST PALM BEACH, FL 33401 (561) 659-5760	SBE	0.00	0.00	0.00	0.00	4,567.69			
Brown & Phillips, Inc.		W. 10 (1991)							
1860 OLD OKEECHOBEE ROAD, SUI	MWBE	0.00	0.00	0.00	0.00				
WEST PALM BEACH, FL 33409									
(561) 615-3988	SBE	900.00	0.00	0.00	0.00	0.00			
	Total MWBE	0.00	0.00	0.00	0.00				
Total Contract Authorizato	n Percentage	0.00%	0.00%	0.00%	0.00%				
\$117,876.70	i croentage	0.0076	0.00 %	0.00 %	0.00%				
	Total SBE	15,695.56	0.00	0.00	0.00	102,181.14			
	Percentage	13.32%	0.00%	0.00%	0.00%	86.68%			

SCHEDULE 1

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

PROJECT NAME OR BID NAME: Church Stree	t from Limestone Cree	ek Road to W	. of Central Bo	ulevard PROJEC	T NO. OR BID N	O.: 2014503					
NAME OF PRIME BIDDER: Civil Design, Inc.			ADDRESS:	ADDRESS: _1400 Centrepark Blvd., Suite 905, West Palm Beach, FL 33401							
CONTACT PERSON:T. Jeff Trompeter			PHONE NO	PHONE NO.: (561) 659-5760 FAX NO.: (561) 659-5772							
BID OPENING DATE: <u>N/A</u>			USER DEPA	ARTMENT:I	Engineering & Pul	olic Works					
THIS DOCUMENT IS TO BE COMPLETED BY INFORMATION AND DOLLAR AMOUNT OR IF THE PRIME IS AN SBE-M/WBE, PLEASE A COMPLETED BY THE PRIME ON THIS PRO	PERCENTAGE OF LISO LIST THE NA	WORK TO	BE COMPLE	TED BY ALL SB	E -M/WBE SUBO	CONTRACTORS	ON THIS PROJECT				
	(Check one or both <u>M/WBE</u>	Categories) <u>SBE</u>		DOLLAR AMOU	NT OR PERCENT	TAGE OF WORK	restance and the second				
Name, Address and Phone Number	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)				
1. Civil Design, Inc. 1400 Centrepark Blvd., Suite 905 West Palm Beach, FL 33401 (561) 659-5760	Williams and inter-constitution industrial and a state of the constitution of the cons	10010U - 10010	and a cold and following or this flavouring the condition. The cold and the cold an	uran Bali (1914) kandida dikandinan katalan pa 2 Majaba apartu		_86.68%					
2. Brown & Phillips, Inc. 1860 Old Okeechobee Blvd., Suite 509 West Palm Beach, FL 33409 (561) 615-3988	anount anga	tai olaa de billist	13.32%								
3.											
4.											
5.											
(Please use additional sheets if necessary)	Tot	al	13.32%			86.68%					
Гоtal Bid Price \$ <u>117,876.70</u>	То	tal SBE-M/WBI	E Participation Do	llar Amount or Percen	tage of Work100	%	720000				
Note: 1.The amount listed on this form for toward goal attainment. 2. Firms may be certified by Palm Be percentage under the appropriate co	each County as an SBE a			_	_						

Exhibit "D"

OSBA SCHEDULE 2 LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONSULTANT

This document must be completed by the SBE-M/WBE Subconsultant 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 Subconsultant is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2014503 PROJECT NAME:	Church St. from L	imestone Creek Ro	d. to W. Central Blvd.
TO: Civil Design, Inc.			
(Name of Prime Bidder)			
The analysis of the St. D. L.			
The undersigned is certified by Palm Beach County as a - (check one of	or more, as applic	cable):	
Small Business Enterprise X Minority Business Enterp	orise		
Black X Hispanic Women Caucasian Other (Please Specify) _		
Date of Palm Beach County Certification:	ary 27, 2019		
The undersigned is prepared to perform the following described work in con Necessary	nection with the ab	oove project. Additio	onal Sheets May Be Used As
Line Item/			Total Price/
Lot No. Item Description	Qty/Units	Unit Price	Percentage
Specific Purpose Survey	1 / LS	\$14,795.56	\$14,795.56
Legal Description and Sketch	2 / EA	\$450.00	\$900.00
at the following price or percentage \$15,695.56			
(Subconsultant's quote)			THE PART OF THE PA
and will enter into a formal agreement for work with you conditioned upon y	our execution of a	contract with Palm	Beach County.
If undersigned intends to subcontract any portion of this job to a ce	rtified SRF or a n	ion-SRF subconsul	tant inlease list the name of
the subconsultant and the amount below.	runca SDE OF a fi	ion-3DL subconsui	tant, please list the name of
Private Management			
Price and/or Percentage/	(Nan	ne of Subcontractor	
		·	
The Prime affirms that it will monitor the SBE's listed to ensure the SBE's paffirms that it has the resources necessary to perform the work listed we subconsultant except as noted above.	erform the work vithout subconsult	with its own forces. ing to non-certified	The undersigned subconsultant SBE or any other certified SBE
The undersigned subconsultant understands that the provision of this form	n to Prime Consult	ant does not prever	nt Subconsultant from providing
quotations to other bidders.		·	, ,
CVil,Design, Inc.	Browi	n & Phillips, Inc.	
Printynarhe of Prime Consultant	Print	name of SBE-M/WBE	Subconsultant
Ву:	ву:	thou the	
Signature		Signature	
T. Jeff Trompeter, President Print name/title of person executing on behalf		hony Brown, CEO	
Print name/title of person executing on behalf Prime Consultant		ne/title of person exec f SBE/M/WBE Subcon	

Date: December 14, 2018

Revised 10/11/2011

Church Street PBC Project No. 2014503

Exhibit "E"

$ACORD^{\circ}$	

CERTIFICATE OF LIABILITY INSURANCE

08/28/18

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 have ADDITIONAL INSURED provisions or 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 si	uch endorsement(s)	michielli on				
PRODUCER	CONTACT					
	NAME: RICK Hansen					
Hansen Insurance, LLC	PHONE (A/C, No. Ext): (305) 674-9998 FAX (A/C, No.): (305) 6	71.0000				
4590 N. Meridian Avenue	E MAII	574-9998				
	ADDRESS: rick@hanseninsurancefl.com					
Miami Beach, FL 33140	INSURER(S) AFFORDING COVERAGE					
A307619	INSURER A: Liberty Insurance Underwriters	19917				
Civil Design, Inc.	INSURER B: The Phoenix Insurance Company	25623				
Com Dough, mo.	INSURER C: Travelers Casualty & Surety Co	31194				
	INSURER D :					
1400 Centrepark Blvd., Suite #905	INSURER E :					
West Palm Beach, FL 33401	INSURER F:					

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.

E		, OLI	CILO.	LIMITS SHOWN MAY HAVE I	BEEN REDUCED BY	S DESCRIBE	D HEREIN IS SUBJECT 1	TO ALL THE TERMS,	
INSF	TYPE OF INSURANCE	ADDL	SUBR WVD		POLICY EFF	POLICY FYP	LIMIT	rs	
В	CLAIMS-MADE X OCCUR	Y	Y		6605D859672	10/1/2018	10/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$ 2000000 \$ 1000000 \$ 10000 \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY DECT LOC OTHER:						GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 4000000 \$ 4000000 \$	
В	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY	Y		6605D859672	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 2000000 \$ \$ \$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS WORKERS COMPENSATION						EACH OCCURRENCE AGGREGATE	\$	
С	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		UB-6J384625	10/1/2018	10/1/2019	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1000000 \$ 1000000 \$ 1000000	
A	Professional Liability RIPTION OF OPERATIONS / LOCATIONS / VEHICL			AEX100937-0004	10/1/2017	10/1/2019	each claim annl. aggr.	2000000 2000000	

ATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured ID: R2016-0308-PBC | ITS Account #: PLC2017

Insured ID: R2016-0308-PBC | ITS Account #: PLC2017
RE: Palm Beach County - Engineering Roadway Production Contract: R2016-0308-PBC
RE: "For All Projects with Palm Beach County" Certificate Holder, Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are listed as an additional insured with respect to the Commercial General Liability insurance and Auto Liability insurance where required by written contract. Professional Liability insurance is written on a claims-made and reported basis. Professional Liability insurance retroactive date is 10/01/2003.

CERT	IFIC.	ATF	HOL	DER

CANCELLATION

Palm Beach County C/O Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801

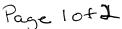
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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January 3, 2019

Palm Beach County c/o Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801

Palm Beach County, Department of Engineering & Public Works Roadway Production Division / CCNA Section 2300 N. Jog Road, Suite 3W-33 West Palm Beach, FL 33411-2745

Re: Civil Design, Inc.

Company Owned Vehicles & Insurance

ITS Account No.: PLC12017

PBC Contracts: R2016-0308 & R2013-0413 & R2010-0567

To Whom it May Concern:

I am writing to confirm that Civil Design, Inc. does not own any vehicles. As such our automobile insurance coverage reflects "Hired Autos" and "Non-Owned Autos".

If vehicles are acquired during the term of the contract, Civil Design, Inc. agrees to purchase "all owned" auto coverage as of the date of acquisition.

Sincerely,

President