

Agenda Item #: 3-C-19

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2006	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

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

Project No. : 2006501

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- a. An Agreement in the amount of \$515,505.84 with HSQ Group, Inc. (HSQ) for professional services.
- b. A Budget Transfer of \$751,286 in the Road Impact Fee Fund – Zone 1 from Reserves to Central Boulevard from Indiantown Road to Longshore Drive.

Summary: This Agreement will provide the professional services necessary for the preparation of design plans and construction bid documents for 4-laning Central Boulevard from Indiantown Road to Longshore Drive (Project). The Small Business Enterprise (SBE) goal for the Project is 15%. The SBE participation committed for the Project by HSQ is 80% overall.

District: 1 (PK)

Background and Justification: On December 8, 2005, the Consultant's Competitive Negotiations Act (CCNA) Selection Committee selected HSQ and, in accordance with PPM No. CW-O-048, the Board of County Commissioners (Board) was notified of the selection on December 12, 2005. The County now desires HSQ to provide the professional services necessary for the preparation of design plans and construction bid documents for the Project. The fee, as detailed in Exhibit "B" of the attached Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$ 402,922.30	(Design, traffic signal and Structural)
Reimbursable Expenses (Not to Exceed)....	\$ 106,716.74	(Survey, geotechnical, environmental, reproduction and permit fees)
Optional Services (Not to Exceed).....	\$ <u>5,866.80</u>	(Sketches and legals)
Total: \$ 515,505.84		

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

Attachments:

- 1. Location Map
- 2. Agreement with Exhibits and Certificate of Insurance (2)
- 3. Project Work Schedule
- 4. Budget Transfer

Recommended by: _____

Division Director	Date
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Approved By: By T. Webb 09/27/06

County Engineer	Date
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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$751,286	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$751,286	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X .
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

Road Impact Fee Fund - Zone 1

Reserves

Central Blvd/Indiantown Rd to Longshore Dr

Authorization - Basic Services	\$402,922.30
- Reimbursables	\$106,716.74
- Optional Services	\$ 5,866.80
Consultant Authorization	\$515,505.84
Contingency	\$ 26,200.92
Staff Costs - Roadway	\$104,800.00
- ROW	\$ 26,200.00
- Eng Services	\$ 26,200.00
- Traffic	\$ 52,379.24
Fiscal Impact	\$751,286.00

C. Departmental Fiscal Review: R.D. Ward 8/10/06

III. REVIEW COMMENTS

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

John D. 8-23-06
OFMB
8/23/06
Contract Dev. and Control 8/24/06

B. Approved as to Form and Legal Sufficiency:

Paul F. 8/24/06
Assistant County Attorney

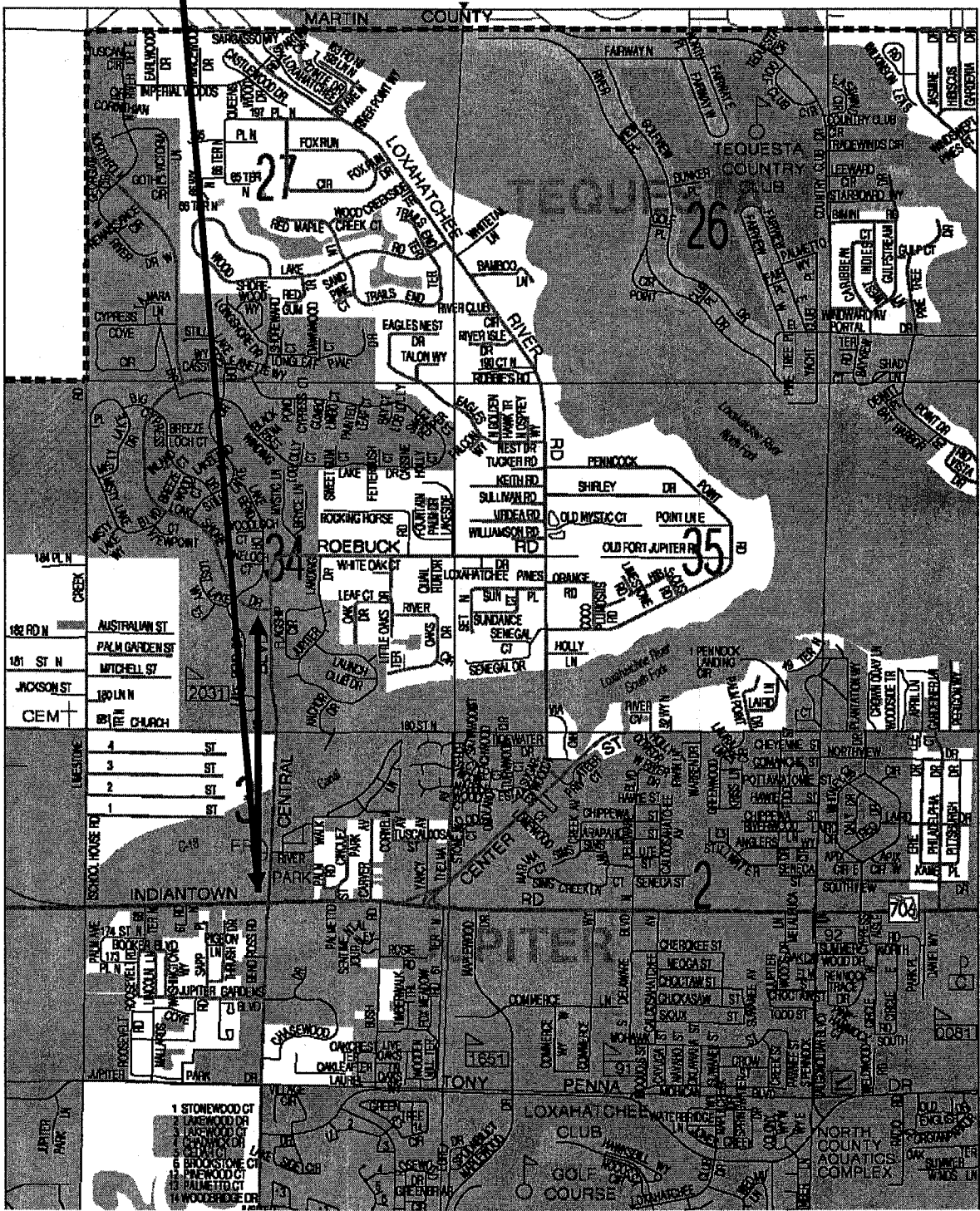
This Contract complies with our
contract review requirements.

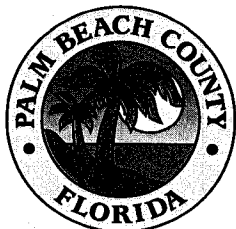
C. Other Department Review:

Department Director

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

LOCATION MAP
CENTRAL BLVD. FROM INDIANTOWN RD. TO LONGSHORE BLVD.
PROJECT NO. 2006501





ATTACHMENT 2

**STANDARD FORM OF AGREEMENT
BETWEEN
PALM BEACH COUNTY AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This is an Agreement made as of _____, 2006 between **Palm Beach County, Florida (COUNTY)** and **HSQ Group, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at **14000 Military Trail, Suite 103, Delray Beach, Florida 33483**, and having Federal Tax I.D. #**2022052928**. The COUNTY intends to construct a 1.1 mile, 4/5 lane roadway on **Central Boulevard from Indiantown Road to Longshore Drive, Project No. 2006501** (hereinafter called the **PROJECT**).

The COUNTY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by COUNTY as set forth below.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 The CONSULTANT shall perform professional design services in connection with the **PROJECT** as hereinafter stated which shall include normal civil engineering services, more particularly described in Exhibit "A" (Scope of Services).

1.1.2 The CONSULTANT shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by AASHTO, and the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. They shall be accurate, legible, complete in design, drawn to scale, and shall be suitable for bidding purposes, unless otherwise stated in Exhibit "A".

1.1.3. The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to the COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this project. The CONSULTANT acknowledges that the COUNTY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this contract, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT accepts the relationship of trust and confidence established by this Agreement, and covenants with the COUNTY to cooperate with the COUNTY and to utilize the CONSULTANT'S skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this project. The CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTY'S stated objectives and recognized professional engineering standards.

The CONSULTANT further contracts with the COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Agreement first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the project.

1.1.4 Prior to commencement of design, the **CONSULTANT** shall become familiar with the needs of **COUNTY** Microstation standards, obtain any seed or Microstation files, CADD standards, and standard sheets so that Microstation deliverables can be utilized by the **COUNTY**. **CONSULTANT** shall submit electronic files (in Microstation compatible format) of the design, survey, and any related data used for the project, with the final document(s) submittal, or when otherwise directed by **COUNTY**.

1.15 The **CONSULTANT** shall provide to the **COUNTY** all cost summaries/estimates and "Summary of Pay Items" on disk and/or electronic file (as requested). The **CONSULTANT** shall apply descriptions to the pay items as called out in the **COUNTY'S** "Standard Nomenclature" listing, which is available from Roadway Production.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services Requiring Authorization in Advance

If authorized in writing by the **COUNTY'S** authorized representative, the **CONSULTANT** shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.9 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Summary, Exhibit "B". These will be paid for by the **COUNTY**, only when specifically authorized and in accordance with Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the **COUNTY**.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, the **COUNTY'S** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the **CONSULTANT'S** control.

2.1.4. Preparing documents for alternate bids requested by the **COUNTY** for contractor(s) work which is not executed or documents for out-of-sequence work.

2.1.5. Furnishing the services of special consultants for other than the services included in Exhibit "A".

2.1.6. Services during out-of-town travel required of the **CONSULTANT** other than visits to the site or the **COUNTY'S** office as required by Section 1.

2.1.7. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.1.8. Preparing to serve or serving as a consultant or witness for the **COUNTY** in any litigation or other legal proceeding involving the **PROJECT**.

2.1.9. Additional services in connection with the **PROJECT**, including services which are to be furnished by the **COUNTY** in accordance with Article 3, and services not otherwise provided for in this Agreement.

SECTION 3 - COUNTY'S RESPONSIBILITY

The **COUNTY** shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**.

- 3.1. Designate in writing a person to act as the **COUNTY'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the **COUNTY** policies and decisions with respect to the **CONSULTANT'S** services for the **PROJECT**.
- 3.2. Provide all criteria and full information as to the **COUNTY'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the **COUNTY** will require to be included in the drawings and specifications.
- 3.3. Assist the **CONSULTANT** by placing at the **CONSULTANT'S** disposal all available information pertinent to the **PROJECT** including previous reports and any other data relative to design or construction of the **PROJECT**.
- 3.4. Furnish to the **CONSULTANT** the items listed in Exhibit "A".
- 3.5. Arrange for access to and make all provisions for the **CONSULTANT** to enter upon public and private property as reasonably required for the **CONSULTANT** to perform services under this Agreement.
- 3.6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as the **COUNTY** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the **CONSULTANT**.
- 3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the **PROJECT** and such approvals and consents from others as may be necessary for completion of the **PROJECT**.
- 3.8. Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the **PROJECT**, and such auditing service as **COUNTY** may require to ascertain how or for what purpose any contractor has used the monies paid to him.
- 3.9. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.10. Give prompt written notice to the **CONSULTANT** whenever the **COUNTY** observes or otherwise becomes aware of any development that affects the scope or timing of the **CONSULTANT'S** services, or any defect or non-conformance in the work of any contractor.
- 3.11. Furnish, or direct the **CONSULTANT** to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

4.1. The COUNTY will issue a written "NOTICE TO PROCEED" to the CONSULTANT within sixty (60) days of contract execution by the COUNTY. The CONSULTANT will immediately commence work on the PROJECT and all schedule dates shall be determined from the date of the "NOTICE TO PROCEED". Final completion of all work under this Agreement shall be in accordance with the schedule, or as otherwise approved in writing by the COUNTY.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services and Expenses of the CONSULTANT.

5.1.1. Basic Services: The COUNTY will pay the CONSULTANT the lump sum of \$402,922.30 for completion of the Basic Services set forth in Exhibits "A" and "B".

5.1.2. Additional Services: To the extent that additional services under Section 2 hereof are specifically authorized in writing by the COUNTY'S representative, the COUNTY will pay for such additional services in accordance with the following:

5.1.2.1. Actual Salary costs times a factor of 2.912 for services rendered by principals and employees assigned to the PROJECT plus all reimbursable expenses.

5.1.2.2. For services rendered by the CONSULTANT'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with Paragraph 2.1.8. at the rate of \$800.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in Paragraph 5.1.2.1).

5.1.3. Reimbursable Expenses: The COUNTY will pay the CONSULTANT the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the COUNTY. These expenses will not exceed \$106,716.74 without additional authorization from the COUNTY.

5.1.4. Optional Services: The COUNTY will pay the CONSULTANT for completion of the Optional Services set forth in Exhibits "A" and "B" when the provision of each service is specifically authorized in writing by the COUNTY. These expenses will not exceed \$5,866.80 without additional authorization from the COUNTY.

5.1.5. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in Paragraph 5.4.

5.1.6. Additional services and reimbursable expenses authorizations shall be issued in accordance with Board policy per Resolution Number R-89-633 adopted April 4, 1989.

5.2. Payments

5.2.1. Progress payments to the CONSULTANT shall be due and payable monthly in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the project is completed. There will be no additional payments for Basic Services until all services are completed and accepted by the COUNTY (including permits).

5.2.2. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion of the services described in this Agreement and approval and acceptance of the plans by the COUNTY.

5.3. **Other Provisions Concerning Payments**

5.3.1. If this Agreement is terminated prior to its completion other than due to default on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for Basic Services called for under Section 1 an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in Section 5. Further, the **CONSULTANT** shall be paid for the completed portion of additional services authorized under Section 2, in accordance with Paragraph 5.1.2.

5.3.2. Records of the **CONSULTANT'S** Salary Costs pertinent to the **CONSULTANT'S** compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the **COUNTY** on request prior to final payment for the **CONSULTANT'S** services.

5.4. **Definitions**

5.4.1. The Salary Costs used as a basis for payment shall mean the actual salaries and wages paid to principals and employees engaged on the **PROJECT**. Time spent on this **PROJECT** by stenographers, typists and clerk skills shall not be charged to the **PROJECT** nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.

5.4.2. Reimbursable Expenses shall mean the actual expenses of soils testing, printing and similar **PROJECT** related items when authorized by the **COUNTY**.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Opinions of Cost**

Since **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the **CONSULTANT'S** opinions of probable construction cost provided for herein are to be made on the basis of the **CONSULTANT'S** experience and qualifications and represent the **CONSULTANT'S** best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the **CONSULTANT** cannot and does not guarantee that proposals, bids or actual construction costs will not vary from opinions of probable cost prepared by the **CONSULTANT**. If prior to the Bidding or Negotiating Phase, the **COUNTY** wishes greater assurance as to construction costs, the **COUNTY** shall employ an independent cost estimator.

SECTION 7 - GENERAL CONSIDERATION

7.1. **Termination**

This Agreement may be canceled by the **CONSULTANT** upon thirty (30) days prior written notice to the **COUNTY** if, through no fault of the **CONSULTANT**, the **COUNTY** fails to cure any material default by the **COUNTY** in its performance of the terms of this Agreement. This Agreement may also be terminated, in whole or in part, by the **COUNTY**, with or without cause, immediately upon written notice to the **CONSULTANT**. Unless the **CONSULTANT** is in breach of this Agreement, the **CONSULTANT** shall be paid for services rendered to the **COUNTY'S** satisfaction through the date of cancellation or termination. In the event of cancellation by the **CONSULTANT** or termination by the **COUNTY**, **CONSULTANT** agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the **COUNTY**, 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.

7.2. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

7.2.1. Upon completion and acceptance of the final work, the **CONSULTANT** shall furnish to the **COUNTY** the original drawings, field notes and all documents and materials prepared by and for the **COUNTY** under this Agreement. The **CONSULTANT** may keep a reproducible set of the original drawings and shall keep all other data collected during the provision of the services. The **COUNTY** may, at its expense, obtain copies of any data which the **CONSULTANT** has accumulated in the process of providing the services on this project tasks. Any reuse without written verification or adaptation by the **CONSULTANT** for the specific purpose intended will be at the **COUNTY'S** sole risk and without liability or legal exposure to the **CONSULTANT**.

7.2.2. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the **COUNTY** or at its expense will be kept confidential by the **CONSULTANT** and will not be disclosed to any other party, directly or indirectly, without the **COUNTY'S** prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Agreement at the **COUNTY'S** expense shall be, and remain, the **COUNTY'S** property, and may be reproduced and reused at the discretion of the **COUNTY**.

7.2.3. The **COUNTY** and the **CONSULTANT** shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

7.2.4. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

7.3 Reuse of Documents

Notwithstanding any breach of this Agreement by either party nor the status of payment to the **CONSULTANT**, nor the **COUNTY'S** exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of the **CONSULTANT'S** services, or authorized by the **COUNTY** as a reimbursable expense, whether generated directly by the **CONSULTANT**, or by or in conjunction or consultation with any other party whether or not a party to this Agreement, whether or not in privity of contract with the **COUNTY** or **CONSULTANT**, and wherever located shall be the property of the **COUNTY**.

7.4. Insurance

CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. **CONSULTANT** shall agree to provide the **COUNTY** with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as **COUNTY'S** review or acceptance of

insurance maintained by **CONSULTANT** are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **CONSULTANT** under the contract.

7.4.1 Commercial General Liability

CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. **CONSULTANT** shall provide this coverage on a primary basis.

7.4.2. Business Automobile Liability

CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event **CONSULTANT** doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing **CONSULTANT** to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. **CONSULTANT** shall provide this coverage on a primary basis.

7.4.3. Worker's Compensation Insurance & Employers Liability

CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. **CONSULTANT** shall provide this coverage on a primary basis.

7.4.4. Professional Liability

CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$40,000**, **COUNTY** reserves the right, but not the obligation, to review and request a copy of **CONSULTANT'S** most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, **CONSULTANT** shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, **CONSULTANT** shall purchase a SERP with a minimum reporting period not less than 3 years. **CONSULTANT** shall provide this coverage on a primary basis.

7.4.5. Additional Insured

CONSULTANT shall endorse the **COUNTY** as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." **CONSULTANT** shall provide the Additional Insured endorsements coverage on a primary basis.

7.4.6. Waiver of Subrogation

CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then **CONSULTANT** shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy

specifically prohibits such an endorsement, or voids coverage should **CONSULTANT** enter into such an agreement on a pre-loss basis.

7.4.7. Certificate(s) of Insurance

Prior to execution of this Contract, **CONSULTANT** shall deliver to the **COUNTY** a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Department of Engineering & Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229

7.4.8 Umbrella or Excess Liability

If necessary, **CONSULTANT** may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The **COUNTY** shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.4.9 Right to Review

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. **COUNTY** reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.5. Indemnification

CONSULTANT shall indemnify and hold harmless the **COUNTY**, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the **CONSULTANT** and other persons employed or utilized by the **CONSULTANT** in the performance of the contract.

7.6. Controlling Law and Venue

This Agreement is to be governed by the laws of the State of Florida. The parties agree that venue for any action which in any way arises out of this Agreement shall only be in a state court of competent jurisdiction located in Palm Beach County, Florida.

7.7. Successors and Assigns

7.7.1. The **COUNTY** and the **CONSULTANT** each binds itself and the partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the **COUNTY** nor the **CONSULTANT** shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of

the **COUNTY**, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the **COUNTY** and the **CONSULTANT**.

7.7.2. Neither the **COUNTY** nor the **CONSULTANT** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the **CONSULTANT** from employing such independent professional associates and consultants as the **CONSULTANT** may deem appropriate to assist in the performance of services hereunder.

7.7.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the **COUNTY** and the **CONSULTANT**, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the **COUNTY** and the **CONSULTANT** and not for the benefit of any other party.

7.8 Subcontracting

The **COUNTY** reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The **CONSULTANT** is encouraged to seek small business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the **CONSULTANT** shall promptly do so, subject to acceptance of the new subcontractor by the **COUNTY**.

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is **15.0%**. The **CONSULTANT** has committed to **80%** for this Project.

The **CONSULTANT** agrees to abide by all provisions of the SBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The **CONSULTANT** has provided Exhibit "D" (Participation for SBE Consultants) and Exhibit "E" (Letter's of Intent) attached hereto indicating the specific participation.

The **CONSULTANT** understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the contract goal.

The **CONSULTANT** understands that it is the responsibility of the County Department letting the Agreement and the SBE Office to monitor compliance with the SBE Ordinance requirements. In that regard, the **CONSULTANT** agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE participation for this Agreement.

The **CONSULTANT** further agrees to provide the SBE Office with a copy of the **CONSULTANT'S** agreement with the SBE subcontractor or any other related documentation upon request.

The **CONSULTANT** understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the Agreement as it relates to the use of SBE firms. Any SBE's which, for any reason, no longer remain associated with the Project shall be replaced by the **CONSULTANT** with other certified SBE's, unless approval to the contrary is granted by the **COUNTY**.

The **CONSULTANT** understands that he/she is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other bidders or potential bidders.

The **CONSULTANT** agrees to maintain all relevant records and information necessary to document compliance with the SBE Ordinances, and will allow the **COUNTY** to inspect such records.

The **CONSULTANT** shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the **CONSULTANT** prior to receipt of any further progress payments. During the term of the Agreement and upon completion of the Agreement, the **COUNTY** may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant, or supplier and the **COUNTY** or any liability on the **COUNTY** for the **CONSULTANT'S** failure to make timely payment to the subcontractor, subconsultant or supplier.

7.9. Personnel

The **CONSULTANT** represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement.

Such personnel shall not be employees of or have any contractual relationship with the **COUNTY**. All of the services required herein shall be performed by the **CONSULTANT** or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The **CONSULTANT** warrants that all services shall be performed by competent personnel in accordance with all applicable national, federal, state, and local professional and technical standards.

7.10. Availability of Funds

The **COUNTY'S** performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.11. Conflict of Interest

The **CONSULTANT** represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The **CONSULTANT** further represents that no person having any interest shall be employed for said performance.

The **CONSULTANT** shall promptly notify the **COUNTY'S** representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the **CONSULTANT'S** judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the **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 a conflict of interest if entered into by the **CONSULTANT**.

The **COUNTY** agrees to notify the **CONSULTANT** of its opinion by certified mail within thirty (30) days of receipt of notification by the **CONSULTANT**. If, in the opinion of the **COUNTY**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **CONSULTANT**, the **COUNTY** shall so state in the notification and the **CONSULTANT** shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the **COUNTY** by the **CONSULTANT** under the terms of this Agreement.

7.12. **Independent Contractor Relationship**

The **CONSULTANT** and subconsultants are, and shall be, in the performance of all work services and activities under this Agreement, Independent Contractors, and not employees, agents, or servants of the **COUNTY**. The **CONSULTANT** does not have the power or authority to bind the **COUNTY** in any promise, agreement or representation other than specifically provided for in this Agreement. The **CONSULTANT** shall be responsible to the **COUNTY** for all the work or services performed by the **CONSULTANT** or any person or firm engaged as a subcontractor to perform work in fulfillment of this Agreement.

7.13. **Access and Audits**

The **CONSULTANT** shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The **COUNTY** shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the **CONSULTANT'S** place of business.

7.14. **Severability**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

7.15. **Entirety of Contractual Agreement**

The **COUNTY** and the **CONSULTANT** agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

During the term of this Contract, the **COUNTY** may require professional services that are the same or similar to those described in this agreement. The **COUNTY** may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If the **COUNTY** so elects, it is mutually understood that the relationship between the **CONSULTANT** and the **COUNTY** under this Contract shall be considered as neither barring the **CONSULTANT** from, nor granting special consideration to the **CONSULTANT**, in participating in the selection process for a consultant to provide such additional services.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 Federal & State Tax

The **CONSULTANT** shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

8.2. The following Exhibits are attached to and made a part of this Agreement.

8.2.1. Exhibit A: Scope of Services

8.2.2. Exhibit B: Fee Summary

8.2.3. Exhibit C: Statements - Truth in Negotiation, Prohibition Against Contingent Fees & Public Entity Crimes

8.2.4. Exhibit D: Participation for SBE Consultants

8.2.5. Exhibit E: Letters of Intent to Perform as an SBE and/or M/WBE (if applicable).

8.3. This Agreement (consisting of pages 1 to 13, inclusive), together with the Exhibits and Schedules identified above constitute the entire Agreement between the **COUNTY** and the **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 9 - CRIMINAL HISTORY RECORDS CHECK

The **CONSULTANT** shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if **CONSULTANT'S** employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The **CONSULTANT** acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although **COUNTY** agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the **CONSULTANT** shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS

The **CONSULTANT** shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. **CONSULTANT** is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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

OWNER:
Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

BY: _____
Tony Masilotti, Chairman

SEAL

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

BY: _____
(Deputy Clerk)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: 274 Omeke A. Fernandez

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

CONSULTANT:
HSQ Group, Inc.

BY: Nour Shenadeh
Nour Shenadeh, Vice President

CORPORATE SEAL

ATTEST WITNESS:

BY: ANTONIO QUEVEDO
(Print Name)

[Signature]
(Signature)

BY: Jay Huebner
(Print Name)

Jay Huebner
(Signature)

EXHIBIT "A"

EXHIBIT "A"
CENTRAL BLVD.
Indiantown Rd. to Longshore Drive
COUNTY PROJECT NO. 2006501

SCOPE OF SERVICES

PROJECT LIMITS

HSQ Group, Inc., in concert with it's subconsultants, proposes to provide professional services required in connection with the proposed roadway construction and improvements of Central Blvd as follows:

- Central Blvd (from Indiantown Road to Longshore Drive with approximate length of 1.1 mile)
- Central Blvd (from Longshore Drive to 500' east of the curve at the end of the project - 0.2 mile)
- Church Street (from Central Blvd to 600' west of the east entrance to the Limestone Elementary School - 0.3 mile)

PROJECT DESCRIPTION

Services shall include preparation of complete roadway construction plans for widening the existing two lane to a four/five lane roadway. It also includes drainage, pavement markings, permitting and coordination with utilities and permitting agencies. Plans will be prepared in accordance with FDOT and AASHTO standard design criteria and the latest standards of Palm Beach County as described in the Thoroughfare Roadway Design Procedures.

HSQ Group Inc., will provide all basic services listed below and will utilize sub consultants for some of the serviced identified below.

1. BASIC SERVICES

- 1.1) Project Design Phases
- 1.2) Roadway Design
- 1.3) Intersections
- 1.4) Drainage Design
- 1.5) Permitting
- 1.6) Utility Coordination
- 1.7) Pavement Marking and Signing Plans

2. Additional Services

- 2.1 Utility Verification Survey
- 2.2 Parcel Sketches

3. Reimbursable Services

- 3.1 Geotechnical Services (Nodarse & Associates.)
- 3.2 Traffic & Signal Design (Progressive Design & Engineering)
- 3.3 Bridge Design (EAC Consulting Inc.)
- 3.4 Environmental (R.L. Weigt)
- 3.5 Surveying (Betsy Lindsay)

Scope Fee
OR
KFS 5/8/06

David Young
Negotiated - Pls
Process
Scope & Fee OK

5/9/06

3.6 Permit Fees

4. Services not included in this project

- See the following pages for more details.

1. BASIC SERVICES

1.1 Project Design Phases

Preliminary Engineering Phase

These services include the preparation of the typical section package, plan and profile sheets for utility coordination and a master plan for the project limits.

1.1.1 Preliminary Alignment and Typical Section

- (a) Prepare preliminary concept drainage/ report including water management calculations. Coordinate preliminary approval with South Florida Water Management District and Palm Beach County.
- (b) The Consultant shall research all records provided by the County to determine right-of-way and drainage obligations of the adjacent developments.
- (c) Develop the optimum typical section, alignment, and master plan in the following sequence:

Preliminary Phase A, Development of the typical section package (standard 80' r/w section) will establish the basic four lane roadway configuration. The typical sections will be evaluated in the following order:

From Indiantown Road to C-18 Canal (one option)
From C-18 Canal to Church Street (three options)
From Church Street to Longshore Drive (2 options)

Different options will be presented for the typical sections. Preliminary cost estimate for each option for the roadway section between C-18 Canal and Church Street will also be evaluated.

The typical sections shall be in compliance with the County design standard. A 3' and 4' paved shoulder will be evaluated along with a 2' grass strip on both side for the entire length of the alignment

Stormwater detention will be provided within swales and and/or exfiltration pipes along the project as applicable.

Preliminary Phase B, 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' horizontal and 1"=4' vertical for submittal to the utility companies with facilities along the project corridor.

Preliminary Phase C, is the preparation of a red-lined master plan on 1"=40' scale showing all right-of-way lines, median openings, control radii, curb return radii, turning lane lengths and location; and major intersection geometric. This master plan will be utilized to receive approvals from the Roadway Production and Traffic Divisions for the proposed horizontal geometrics and basic lane arrangements. These design parameters will govern for the rest of the project. Any significant change to the design following completion of this submittal will be reviewed to determine the impact to the schedule and man-hour estimate.

The following will also be part of the scope of services under this phase:

Evaluate two options for the transition from 4-lane to 2-lane at the intersection of Longshore Drive.

The widening of Church Street from Central Blvd to west of the east entrance to Limestone Creek Elementary School

Phase I Submittal (35% Completed)

This Phase will include a plan submittal reflecting the design parameters as determined during the Preliminary Phase submittal including bridge plans

Phase II Submittal (65% Completed)

This phase consists of incorporating the comments received from the Phase I submittal and completing a preliminary drainage design. The plans are submitted initially with the drainage design shown in plan view only. No pipe sizing drainage calculations or drainage structure sheets are included. Utility conflicts are identified, a pot hole meeting is held and field survey of the suspected utility conflicts is conducted. When the utility conflicts have been identified, HSQ Group Inc, will meet with the County's Project Manager, Utility Coordinator and the utility companies to determine a drainage design that minimizes the cost to the County and the impacts to the utilities. Once the drainage design has been approved by the County, any subsequent change required to the drainage design will be reviewed to determine the impact that the change will have on the schedule of submittals and the man-hour estimate.

After the drainage design has been accepted by the County, HSQ Group Inc., will complete the drainage calculations and the drainage design on the plan and profile sheets and submit it for distribution to the utility companies. Any change to the drainage plans requested by a utility at that point will be at the utilities expense and only the changes authorized by the County in writing will be performed by HSQ Group, Inc. Once the drainage design has been reviewed with the utilities and no additional changes are practical, HSQ Group, Inc. will proceed with the drainage design for the Phase III submittal. This phase also includes limits of construction lines (LOC).

Legal descriptions and sketches will be submitted 30 days after the submittal of 65% plans.

Submittal of the design computation book will be part of the 65% submittal.

Phase Submittals III, IV and Final

Submittals III and IV represent the plans being approximately 96% and 100% complete, respectively. Phases III & IV will include bridge plans, signal plans, signing and pavement marking, and quantities book and engineering cost estimate. Revisions to LOC lines after County's one time review and comments will require additional services for revision to the lines and parcel sketches. The Phase III submittal is the first submittal containing drainage structure sheets and a complete drainage design and incorporates all the comments from the Phase II submittal. The Phase IV submittal incorporates all the comments from the Phase III submittal and the Final submittal incorporates all the comments from the Phase IV submittal. The Final submittal also includes the signed and sealed plan sets along with electronic files on CD'S and 30 sets of plans for bidding purposes.

1.2 Roadway Design

Roadway plans will be prepared in accordance with the approved Master Plan and Typical Sections to provide for the four lane urban facility within the described limits and selected rights-of-way.

1.3 Intersections

- a) Central Blvd /Church Street
- b) Central Blvd /Longshore Drive

1.4 Drainage Design

The design and preparation of drainage plans will be accomplished in substantial conformance with South Florida Water Management District requirements and constraints imposed by local agencies. A drainage report will be prepared and processed through the regulatory agencies for stormwater outfall approvals. Permit packages will be prepared by HSQ Group Inc. with provisions for a response to a Request for Additional Information (RAI) from reviewing agencies.

The scope of the drainage design is based on using a proposed swale system for stormwater detention that will run along the right of way line of Central Blvd. The scope also includes evaluation of the existing lake system for the Shores of Jupiter to insure that the existing lake system is adequate to receive additional flow from Central Blvd. The evaluation will be limited to plat 1 of the Shores of Jupiter which consists of interconnected lakes.

1.5 Permitting

HSQ Group Inc., in close coordination with Palm Beach County will process all permits required for roadway and drainage improvements. The following permits will be applied for:

- SFWMD – Environmental Resource Permit (ERP)
- U.S. ARMY CORPS OF ENGINEERS – Nationwide dredge and fill permit

- ERM – Vegetation Removal Permit
- NPDES.
- NPBCID
- Town of Jupiter as needed

Environmental permitting also includes:

- Attending coordination meetings
- Conducting agency coordination regarding wetlands/surface waters and native upland vegetation.
- Collecting and providing general wetland/surface water characterization data for permit applications.

The cost of all permit fees will be the responsibility of HSQ Group Inc, to be reimbursed by the County.

1.6 Utility Coordination

HSQ Group, Inc. will assist Palm Beach County in the utility coordination effort. We will attend a maximum of three utility coordination meetings and plot utility information on plans for inclusion in the construction plan package. The roadway design will be amended where possible to avoid utility conflicts. HSQ Group Inc., will also assist in the utility verification survey effort with the utility companies.

1.7 Pavement Marking and Signing Plans

Pavement Marking and Signing Plans will be prepared to conform to the proposed roadway improvements in accordance with Palm Beach County Standards. These plans will be prepared as a separate set of documents with quantities and specifications.

2. ADDITIONAL SERVICES

2.1. Utility Verification Survey

A survey crew will be provided (maximum of two days) to record the locations of existing underground utilities as exposed or provided by the utility owners. This work will be coordinated with Palm Beach County Roadway Production and will be provided as an optional services as required to verify utilities.

2.2 Parcel Sketches and Legal Descriptions

Parcel sketches will be prepared by the surveyor for right-of-way acquisition parcels as additional services, if required. A separate legal description and sketch will be prepared for each parcel from which Temporary Construction Easements (TCE) are being acquired. These sketches will be based on record ownership data provided by Palm

Beach County, record plats, and field surveys. All sketches will be consistent with the requirements of Palm Beach County.

3. REIMBURSABLE SERVICES

1. Geotechnical Services

HSQ Group, Inc. will coordinate the soil testing for this project and will be reimbursed for all services by Palm Beach County. This item will include soil borings and Geotechnical engineering as detailed on the attached scope from Nodarse & Associates which will provide the Geotechnical engineering services for this project.

2. Signal Design Services

HSQ Group Inc., will coordinate the design of the signal at Church Street and Central Blvd. with Palm Beach County. This item will include preparing needed plans for constructing the signal. More detail of the scope is included on the attached scope from PD&E.

3. Bridge Design

HSQ Group Inc., will coordinate the design of the bridge with affected agencies and utility owners. See attached scope from EAC Consultants Inc.

4. Environmental Services

HSQ Group Inc. will coordinate the need for environmental services with R.L. Weigt.. See attached scope of services more details

5. Surveying Services

HSQ Group Inc., will coordinate the surveying services with Betsy Landsay. More details of the scope are attached

6. Permit Fees

The County shall pay all permit fees as reimbursable

7. Out of Pocket Expenses

HSQ Group Inc. will provide all printing services for the construction plan review, utility coordination and permitting process for the project. The cost of

the plan reproduction, costs will be billed on a per unit basis as shown on the attached estimate.

4. SERVICES NOT INLCUED IN THIS SCOPE

The following items are not anticipated in the projects scope of services:

- Right-of-way maps
- Alignment maps
- Coordination with utility companies (this will be provided by Palm Beach County).
- Planimetric information (the raster imaging will be used in lieu of Plaimteric information.)
- Traffic volume counts
- Lighting plans
- Landscaping/irrigation plans
- Traffic control plans
- Utility adjustment plans
- New stormwater lakes, but may be added in the future
- Title search
- Overhead signs
- Plateau of intersections
- Meetings and coordination with right-of-way agents, appraisers etc.
- Coordination with future developments, driveways, intersections, but may be added in the future.
- Right-of-way acquisition assistance
- Bidding and construction administration services

EXHIBIT "B"

REVISED ✓
2006501

Central Blvd
New const. & widening 1.6 mile

	PROJECT MANAGER		SENIOR ENGINEER		PROJECT ENGINEER		CADD TECH		CLERICAL			
ACTIVITY	STAFF HOURS	HR. RATE	STAFF HOURS	HR. RATE	STAFF HOURS	HR. RATE	STAFF HOURS	HR. RATE	STAFF HOURS	HR. RATE	STAFF HRS. ACTIVITY	COST BY ACTIVITY
Design Analysis	73	\$45.00	127	\$41.00	109	\$33.00	55	\$23.00		13.40	364	\$13,354.00
Drainage Analysis	40	\$45.00	139	\$41.00	119	\$33.00	98	\$23.00		13.40	396	\$13,680.00
Roadway Plans	126	\$45.00	229	\$41.00	229	\$33.00	561	\$23.00		13.40	1145	\$35,519.00
Drainage Plans	37	\$45.00	67	\$41.00	67	\$33.00	165	\$23.00		13.40	336	\$10,418.00
Traffic Control Plans	0	\$45.00	0	\$41.00	0	\$33.00	0	\$23.00		13.40	0	\$0.00
Utilities	9	\$45.00	17	\$41.00	17	\$33.00	40	\$23.00		13.40	83	\$2,583.00
Env. Services/Permits	22	\$45.00	40	\$41.00	40	\$33.00	98	\$23.00		13.40	200	\$6,204.00
Signing & Pavement Marking	38	\$45.00	69	\$41.00	69	\$33.00	170	\$23.00		13.40	346	\$10,726.00
TOTAL	345	\$15,525.00	688	\$28,208.00	650	\$21,450.00	1187	\$27,301.00	0.0		2870.00	\$92,484.00

2.91 Multiplier

TOTAL ACTIVITY SALARY COST		\$92,484.00
PLUS OVERHEAD	160.00%	\$147,974.40
SUBTOTAL (SALARY & OVERHEAD) LUMP SUM		\$240,458.40
PLUS OPERATING MARGIN	12.00%	\$28,855.01

SUBTOTAL (LUMP SUM)	\$269,313.41
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Total Basic Services-	\$ 402,922.30
Reimbursables-	\$ 106,716.74
Optional Services-	\$ 5,860.80
<u>TOTAL:</u>	<u>\$ 515,505.84</u>

mb
g, Inc. Basic 237247.43
mb

Betsy Lindsay Lump Sum	Reimb.	\$30,049.74
Optional Survey Services	opt.	\$5,866.80
Nodarse & Associates, Inc	Reimb	\$50,422.00
Progressive Design and Engineering, Inc.	Basic	\$54,649.10
R.L. Weigt Environmental	Reimb	\$17,300.00
EAC Consulting, Inc	Basic	\$78,959.79

Reimbursables, (Reproduction & permit fees)	\$8,945.00
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TOTAL CONTRACT AMOUNT	\$515,505.84
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HIGHWAY TASK LIST

ACTIVITY A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 6 - UTILITIES / RAILROADS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Initial Utility Contact (Establ. Contact w/ Sunshine One Call & utility co.)	LS	1	9		9		Coordinate w/ County
2. Follow up with county	LS	1	0		0		
3. Submit plans all phases	EA	4	4		16		Provide County w/plans for their coordination
4. Review of Exist. Records	EA	1	8		8		
5. Resolution of utilities conflicts & coordination of potholes, etc.	LS	1	32		32		
6. Conferences & Meetings	EA	3	6		18		
SUBTOTAL				0	83	0	
8. Quality Control	2-5%	0%	83		0		
9. Supervision	2-5%	0%	83		0		
TOTAL				0	83	0	

HIGHWAY TASK LIST

HIGHWAY PAGE 2 OF 2

ACTIVITY A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 1 - DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
13. Quality Control	5-10%	0%	306		0		Not allowed by County
14. Supervision	5-10%	0%	306		0		Not allowed by County
15. Public Meetings	LS	0	0		0		
16. Kick off Meeting	EA	1	0		0		(2people @ 4hrs.) includes documentation
17. Field Reviews	EA	3	6		18		To confirm initial, 65%, and 100% design stages
18. Field meetings with County to check against restoration areas	EA	0	0		0		
19. Progress Meetings with County	LS	1	40		40		Total of 3 meetings through out life of project
SUBTOTAL					58	0	
TOTAL				0	364	0	

HIGHWAY TASK LIST

ACTIVITY A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 2 - DRAINAGE ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Evaluation of Exist. Road's Drainage System	LS	1	30		30		obtain plans and evaluate the exist. Drainage systems
2. Evaluate the existing Shores of Jupiter lakes The southern three lakes in plat 1/phase I ONLY	LS	1	94		94		research existing permits, analyze recieveing lakes of Central Blvd runoff. Plat 1 / phase I ONLY
3. Design of culvert / emergency ditch	LS	1	40		40		Design of ditch if relocated / culvert if the ditch were to be replaced with culvert
4. Design of Cross Drains / evaluation of existing	LS	8	1		8		existing cross drain just north of the bridge
5. Design of New Storm Sewer	EA	50	3.0		150		Three drainage systems for Central Blvd
7. Design of New Swale System as Stormwater Facilities	LS	1	24		24		Church Street
8. Special Misc. Drainage Details	EA	0	1		0		
9. Drainage Design Report	LS	1	40		40		
SUBTOTAL					386		
10. Quality Control	5-10%	0%	386		0		
11. Supervision	5-10%	0%	386		0		
12. Drainage Field Reviews	EA	2	5		10		
TOTAL				0	396	0	

HIGHWAY PAGE 1 OF 2

HIGHWAY TASK LIST

ACTIVITY A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 3 - ROADWAY PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Key Map	Sheet	1	8	1	8		
2. Typical Section & Notes	Sheet	2	16	2	32		3 sect for Central Blvd and one for Church street
3. Summary of Quantities	Sheet	1	24	2	24		
4. Plan & Profiles	Sheet	15	45	15	675		Project length 6860' Central Blvd and 1580' Church St
5. Misc. Detail sheets	Sheet	2	24	2	48		
6. Intersection Profiles/details	Sheet	3	16	2	48		At Riverwalk Lane, Shores Pointe and Longshore Dr.
7. Back of Sidewalk Profiles	Sheet	0	0	0	0		Assumes not required
8. Special Profiles	EA	1	20	1	20		Assumes one.
9. Miscellaneous Construction Detail	Sheet	2	0	2	0		
10. Soil Data Sheet	Sheet	1	4	1	4		*Obtain from Geotech.
11. Cross-Sections	EA	85	3	22	255		at 100' intervals.
12. Driveway Sections / profile	EA	5	3	1	15		Assume 5
SUBTOTAL				51	1129	0	

HIGHWAY TASK LIST

ACTIVITY A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 3 - ROADWAY PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
13. Baseline Control/ Curve Data	Sheet	1	16	1	16		Includes reference monuments
14. General Notes & Pay Item Notes	Sheet	1	12	1	12		
SUBTOTAL					1145	0	
15. Quality Control	5-10%	0%	1145		0		
16. Quality Control	5-10%	0%	1145		0		
17. Field Reviews	0	0	0		0		Included elsewhere
18. Progress Meetings	0	0	0		0		Included elsewhere
SUBTOTAL					0		
TOTAL				53	1145	0	

HIGHWAY TASK LIST

ACTIVITY A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 4 - DRAINAGE PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Drainage Map	Sheet	3	30	2	90		2 sheets for Central Blvd and 1 sheet for Church St
2. Drainage Structures	EA	50	3	17	150		*Assumes 46 str. on Central Blvd and 4 str on Church St
3. New Conflict Manholes	EA	5	0	1	0		*Assume 5 conflicts
4. Summary of Drainage Structures	Sheet	2	24	2	48		
5. Pollution Prevention Plans	Sheet	3	0	3	0		incl. one plan, general notes, and misc. details
6. Canal Cross Sections	EA	0	0	0	0		
7. Stormwater Detention Plans	EA	0	0	0	0		
8. Retention Area Cross-Sections,	EA	0	0	0	0		
9. Special Drainage Details	Sheet	2	24	2	48		
SUBTOTAL					336		
10. Quality Control	5-10%	0%	336		0		
11. Supervision	5-10%	0%	336		0		
TOTAL				27	336	0	

HIGHWAY TASK LIST

ACTIVITY A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 5 -TRAFFIC CONTROL PLAN

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Traffic Control Plan Design Analysis	LS				0	0	
2. Typical Sections	Sheet				0	0	
3. General Notes/ Construction Sequence	Sheet				0	0	
4. Typical Details	Sheet				0	0	
5. Tabulation of Quantities	Sheet				0	0	
6. Plan Sheets	Sheet				0	0	
7. Temporary Signals	Sheet				0	0	
8. Business Signs	Sheet				0	0	
9. Business Signs field documentation	Sheet				0		
SUBTOTAL					0	0	
10. Quality Control	5-10%				0		
11. Supervision	5-10%				0		
TOTAL				0	0	0	

HIGHWAY TASK LIST

ACTIVITY A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 6 - UTILITIES / RAILROADS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Initial Utility Contact (Establ. Contact w/ Sunshine One Call & utility co.)	LS	1	10		10		Coordinate w/ County
2. Follow up with county	LS	1	0		0		
3. Submit plans all phases	EA	4	4		16		Provide County w/plans for their coordination
4. Review of Exist. Records	EA	1	8		8		
5. Resolution of utilities conflicts & coordination of potholes, etc.	LS	1	32		32		
6. Conferences & Meetings	EA	3	6		18		
SUBTOTAL				0	84	0	
8. Quality Control	2-5%	0%	84		0		
9. Supervision	2-5%	0%	84		0		
TOTAL				0	84	0	

HIGHWAY TASK LIST

ACTIVITY A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 7 - ENV. SERVICES/PERMITS

TASK	BASIS OF ESTIMATE	NO OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Agency coord/ Pre-application meetings	LS	2	6		12		Incl. (SFWMD, NPBCID)
					0		
					0		
					0		
2. Confirm wetlands with SFWMD/CE	LS	1	16		16		2 combined field meeting. To be surveyed by Betsy.
3. Prepare/submit ERM Veg Rem app	LS	1	16		16		Tree removal - mitigate via planting or payment
4. Prepare/submit ERP app to SFWMD	LS	1	80		80		Joint ERP app to SFWMD
5. Prepare and submit to NPBCID	LS	1	40		40		
6. RAI ERP response to SFWMD/CE	LS	1	20		20		Anticipates one RAI & permit follow up
7 RAI response to ERM	LS	1	12		12		Anticipates one RAI
8. Submit SFWMD Permit Modification	EA	1	4		4		Includes one modification (by letter) only
SUBTOTAL					200		NPDES permit not included
9 Quality Control	2-5%	0%	200	0	0		
10 Supervision	2-5%	0%	200	0	0		
TOTAL					200		

HIGHWAY TASK LIST

ACTIVITY B. ROADWAY PLAN PACKAGE

SUBACTIVITY: 8 - SIGNING & PAVEMENT MARKING

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Key Sheet	Sheet	1	6	1	6	5	*
2. General Notes	Sheet	1	4	1	4	4	
3. Tabulation of Quantities	Sheet	2	20	2	40	16	Includes revisions
4. Plan Sheets	Sheet	15	16	15	240	180	
5. Computation book	EA	1	40	0	40		
6. Next Signal Ahead Sign (Struct. Design for foundations & lay out sheets)	EA	0	0	0	0		Not included
7. Special Marking Details	EA	0					
8. Sign Details	Sheet	0					
12. Special Provisions Review	LS	0					
10. Cross-Sections & Layout	EA	0					No overhead, cantilever or span wire signs
11. Cost Est. /Summary of Pay Items	LS	1	16		16		
SUBTOTAL					346		
12. Quality Control	5-10%	0%	346		0		
13. Supervision	5-10%	0%	346		0		
TOTAL				19	346	205	

HIGHWAY TASK LIST

ACTIVITY C. DESIGN SURVEY

SUBACTIVITY: NONE

TASK	RTY HOURS			OFFICE HOURS			COMMENTS
	3-MAN	4-MAN	5-MAN	P.L.S.	TECH	TOTAL	
TOTAL	0	0		0	0		
Burdened Salary	\$0.00			\$0.00	\$0.00	\$0.00	

HIGHWAY PAGE ____ OF ____

Central Blvd (Indiantown Road to Longshore Drive)

DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL	REMARKS
Materials					
REPRODUCTIONS					
PHOTOCOPY (8 1/2"x11")					
Correspondence, records to & from files					
Reports, Calculations (Avg. 100 shts/wk-78 wk)	7800	page	0.1	780	
PHOTOCOPY (8 1/2"x14")					
comp Bks(300 shtsx2 books x 2 submit)	1200	page	0.1	120	
PHOTOCOPY (11"x17" Half & 22"x34" Full size)					
Plans(utilities 2x6) X 4 submittals @ 130 sheets	6240	page	0.25	1560	
Plans half size, 35. 60. 96. 100% submittals, 4 sets x 4 x 130	2080	page	0.25	520	
Plans (final) (half size) 1 x 30x130	3900	page	0.25	975	
POSTAGE/FEDEX/Hand delivery					
4 submittals for utility coord. + 4 submittals for review	8	each	50	400	
PHOTOGRAPHY					
Job Photos (35 mm Film + Developing)					
CD SUBMITTALS					
Rewritable CD	1	each	10	10	
Rewritable CD for Sub-Consultants	3	each	10	30	
TOTAL EXPENSES				4395	

PERMITTING		
SFWMD -ERP		3000
SFWMD-ROW		350
ERM		700
NPBCID		500
TOTAL PERMITS		4550

TOTAL REIMBURSABLES \$ 8,945.00

Central Blvd

Study Type – Intersection Analysis Study

1. Purpose

The study involves the analysis of the following existing intersections in order to develop design recommendations that can be used in preparing plans packages documents for the construction of geometric improvements or signal installation:

1. Central Blvd at Long Shore Drive
2. Central Blvd at Church Street

The analysis will focus on existing conditions (analysis based on existing traffic volumes only) and an extrapolation of the latest year analysis to include a quantitative assessment of anticipated capacity and operational improvements needed based on sound engineering judgment of the expected traffic growth in the vicinity based on Palm Beach County standards.

The selected alternative is to be developed in accordance with FDOT Standards and Specifications (latest edition) and with the guidelines contained in the FDOT Plans Preparation Manual (latest edition). "Desirable" design criteria should be met when possible. The Consultant may select "minimum" standards for design when limited by existing conditions. In cases where the "minimum" design criteria cannot be met, prepare the project's conceptual plans following the criteria contained in the Florida's Design Standards for Resurfacing, Restoration and Rehabilitation (RRR) of Streets and Highways, if applicable. If necessary, follow appropriate procedures to obtain a design exception or variance, as needed.

2. Scope of Work

This section specifies the work tasks to be performed, the responsibilities of the Consultant and the work task products to be developed and delivered.

Task 1 - Traffic Volume Data

Palm Beach County will be responsible for collecting traffic counts needed to perform the assigned tasks. Consultant will convert the data to represent the peak season as appropriate. The consultant will also obtain historic traffic count data, approved but not constructed developments information and projected model volumes for the purpose of developing a growth rate to calculate future volumes.

Task 2 - Assessment of the Intersection

A qualified engineer of the firm shall investigate the intersection during the peak periods to identify any geometric, traffic, or traffic control conditions that may aid in identifying applicable traffic operation strategies for improving capacity or safety. Any identifiable

Central Blvd

changes in land use should also be taken into consideration. Photographs shall be taken of all intersection approaches with emphasis on obtaining visual information which would be of value during any subsequent project plans preparation activities. For example, utility conflicts right-of-way constraints, obstructions, unusual geometric, deficient pavement markings, etc., should be photographed or detailed. Original photos shall be included in the conceptual recommendation report to be developed in Task 6.

Task 3 - Intersection Capacity and Operational Analysis

Analyze the current operation of the intersection, using the latest FHWA and FDOT approved version of Highway Capacity Analysis and signal analysis program (HCS & SYNCHRO). Level-of-Service, percent saturation and other measures of effectiveness shall be calculated for both AM and PM peak hours. Adjust the data to reflect peak season.

Task 4 - Traffic Projections

Palm Beach County Traffic growth factors will be utilized in projecting traffic conditions. The task will involve developing area wide traffic growth based on information provided by Palm Beach County.

Task 5 - Potential Improvements

Study potential traffic operational strategies to improve the capacity, safety or operational characteristics of the intersection. Some of the options which should be considered but not limited to are:

- Addition of turn lanes
- Lengthening of turn lanes and/or taper
- Larger turning radii
- Resurfacing
- Channelization
- Revision of signing and marking
- Signalization
- Improving night time visibility
- Protecting or eliminating fixed objects
- Addition of through lanes

Develop a minimum of two build alternatives. One will be the safety alternative comprised of elements that address safety. The second will be a short-term alternative that will include all elements developed for the safety alternative as well as elements developed to enhance operations. Proposed alternatives shall be free of constructability constraints and any constructability issue should be addressed and resolved early in the conceptual design phase. Applicable treatments should be evaluated, considering estimated cost and anticipated benefits. Capacity improvements should be evaluated by an estimate of percent capacity increase. To the extent possible, proposals shall be within existing right-of-way.

Central Blvd

Task 6 – Preparation and Submission of Report

Subsequent to completion of Tasks 1, 2, 3, 4, and 5, prepare a draft report. If necessary, the Consultant should set up a meeting to discuss the alternate solutions. The report shall include the following:

- A) An executive summary outlining the purpose of the project, the recommended alternative, the safety alternative, benefits costs, and the benefit-cost ratio associated with the recommended improvements.
- B) A discussion/depiction of the existing geometric conditions, including available right-of-way and utilities, and an analysis of current operating conditions of the intersection/corridor along with capacity and safety studies conducted as part of the study.
- C) A discussion of potential improvements.
- D) A comparison analysis of proposed improvements, including capacity and safety assessment.
- E) Conceptual plans that illustrate the proposed improvements in sufficient detail to:
 - Identify the proposed improvements related to existing conditions (including but not limited to geometry, right-of-way, drainage and utilities);
 - Proposed signing and pavement markings; and
 - Proposed signal location/relocation and associated phasing and timing.
- F) A discussion of limiting conditions such as right-of-way restrictions, necessary obvious drainage modifications and utility relocation.
- G) A qualitative assessment of future (within 10 years) traffic conditions based on engineering judgment, proposed or anticipated development (as determined through the Consultant's investigation with local governmental agencies), planned or programmed roadway improvements, and any other available relevant information.
- H) A discussion of potential long-term improvements that might address the conditions described in the qualitative assessment of future conditions.

Central Blvd

Study Type – Signalization Plans

1. Purpose

The general objective is for the CONSULTANT to prepare a set of signalization plans to replace the existing span wire signals with mast arm signals based on the proposed Central Blvd improvements at the following intersections:

1. Central Blvd at Church Street / Shores Point
2. Central Blvd at Emergency Signal
3. Central Blvd at Long Shore Drive (New Signal)

Elements of work shall include intersections, geotechnical activities, surveys, signing and pavement markings, signalization, lighting, utility relocation, right of way, maintenance of traffic, cost estimates, quantity computation, and all necessary incidental items for a complete project.

The CONSULTANT shall prepare contract plan sheets, notes, and details to include the following: Key Sheet, Tabulation of Quantities sheet(s), General Note sheet(s), Signalization Plan sheet(s), Signal Interconnect Plan detail(s) (Palm Beach County will provide design), Pole detail(s), and special detail(s).

The CONSULTANT shall plot existing and proposed topography, existing utilities (above and below ground), storm drains, right of way, and proposed improvements. In addition the CONSULTANT shall prepare quantities and pole schedules (including any design calculations).

2. Scope of Work

The CONSULTANT shall design the pole and signal head system in accordance with FDOT and PALM BEACH COUNTY guidelines.

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review to complete a list of all existing traffic signal equipment at the locations listed for submittal. The inventory shall include the Existing signal and pedestrian phasing, Interconnect media and Controller timing data.

The CONSULTANT shall coordinate power source with FPL for each of the signalized intersections.

ESTIMATE OF WORK EFFORT

Name of Project: Central Blvd (Indian Town Rd- Longshore Dr)
County: Palm Beach
Palm Beach County Project: 2006501
Signalization Plans
(Three Mast Arm Signal plan design)
(Central Boulevard at Church Street, Emergency Signal and Long Shore Drive)

Consultant: Progressive Design & Engineering
Date: 5/4/2006
Estimator: WFM

Staff Classification	Total Staff Hours From "SH Summary Form"	Project Manager \$140.19	Senior Engineer \$119.15											SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General Tasks	-	0	0											0	\$0.00	#DIV/0!
4. Roadway Analysis	-	0	0											0	\$0.00	#DIV/0!
5. Roadway Plans	-	0	0											0	\$0.00	#DIV/0!
6. Drainage Analysis	-	0	0											0	\$0.00	#DIV/0!
7. Utilities	-	0	0											0	\$0.00	#DIV/0!
8. Environmental Permits	-	0	0											0	\$0.00	#DIV/0!
9. Structure Summary	-	0	0											0	\$0.00	#DIV/0!
10. Structures - BDR	-	0	0											0	\$0.00	#DIV/0!
11. Structures - Temporary Bridge	-	0	0											0	\$0.00	#DIV/0!
12. Structures - Short Span Concrete	-	0	0											0	\$0.00	#DIV/0!
13. Structures - Medium Span Concrete	-	0	0											0	\$0.00	#DIV/0!
14. Structures - Structural Steel	-	0	0											0	\$0.00	#DIV/0!
15. Structures - Segmental Concrete	-	0	0											0	\$0.00	#DIV/0!
16. Structures - Movable Span	-	0	0											0	\$0.00	#DIV/0!
17. Structures - Retaining Walls	-	0	0											0	\$0.00	#DIV/0!
18. Structures - Miscellaneous	-	0	0											0	\$0.00	#DIV/0!
19. Signing & Marking Analysis	-	0	0											0	\$0.00	#DIV/0!
20. Signing & Marking Plans	-	0	0											0	\$0.00	#DIV/0!
21. Signalization Analysis	132	30	96											132	\$18,485.24	\$124.89
22. Signalization Plans	200	50	150											200	\$24,882.00	\$124.41
23. Lighting Analysis	-	0	0											0	\$0.00	#DIV/0!
24. Lighting Plans	-	0	0											0	\$0.00	#DIV/0!
25. Landscape Architecture Analysis	-	0	0											0	\$0.00	#DIV/0!
26. Landscape Architecture Plans	-	0	0											0	\$0.00	#DIV/0!
27. Survey	-	0	0											0	\$0.00	#DIV/0!
28. Photogrammetry	-	0	0											0	\$0.00	#DIV/0!
29. Mapping	-	0	0											0	\$0.00	#DIV/0!
30. Geotechnical	-	0	0											0	\$0.00	#DIV/0!
31. Architecture Development	-	0	0											0	\$0.00	#DIV/0!
Total Staff Hours	332	80	246											332		
Total Staff Cost		\$12,056.34	\$29,310.90												\$41,367.24	\$124.66

GRAND TOTAL ESTIMATED FEE: \$41,367.24

Project Activity 21: Signalization Analysis

Estimator: Progressive Design & Engineering

Central Blvd (Indian Town Rd- Longshore Dr)

Task No.	Task	Units	No. of	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	0	0	0	
21.2	Intersection Field Data Collection	PI	3	4	12	
21.3	Utilities Coordination	LS	3	8	24	Includes obtaining utilities information
21.4	System Timings	LS	0	0	0	
21.5	Reference and Master Signalization Design File	PI	3	12	36	
21.6	Reference and Master Interconnect Communication Design File	LS	0	0	0	Included with 21.5
21.7	Overhead Street Name Sign Design	EA	3	4	12	
21.8	Pole Elevation Analysis	LS	0	0	0	
21.9	Traffic Signal Operation Report	LS	0	0	0	
21.10	Quantities	LS	0	0	0	
21.11	Cost Estimate	LS	0	0	0	
21.12	Technical Special Provisions	LS	0	0	0	
Signalization Analysis Technical Subtotal					84	
21.13	Field Reviews	LS	3	8	24	Design Field reviews + PS&E
21.14	Technical Meetings	LS	3	8	24	Meetings with PBC
21.15	Quality Assurance/Quality Control	LS	%	0%	0	
21.16	Independent Peer Review	LS	%	0%	0	
21.17	Supervision	LS	%	0%	0	
Signalization Analysis Nontechnical Subtotal					48	
21.18	Coordination	LS	1	0	0	
19. Signalization Analysis Total					132	

Project Activity 22: Signalization Plans

Estimator: Progressive Design & Engineering

Central Blvd (Indian Town Rd- Longshore Dr)

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	1	4	1	4	
22.2	Summary of Pay Items		Sheet	3	4	3	12	Includes Cost Estimate
22.3	Tabulation of Quantities		Sheet	3	8	3	24	
22.4	General Notes/Pay Item notes		Sheet	1	4	1	4	
22.5	Plan Sheet		Sheet	3	40	3	120	
22.6	Interconnect Plans		Sheet	3	2	3	6	Coordination Only
22.7	Traffic Monitoring Site		EA	0	0	0	0	
22.8	Guide Sign Work Sheet		EA	3	4	3	12	
22.9	Special Details		Sheet	0	0	0	0	
22.10	Special Service Point Details		EA	0	0	0	0	
22.11	Mast Arm Details Sheet		PI	3	6	3	18	
22.12	Strain Pole Schedule		PI	0	0	0	0	
22.13	TCP Signal (Temporary)		EA	0	0	0	0	
22.14	Temporary Detection Sheet		PI	0	0	0	0	
22.15	Utility Conflict Sheet		Sheet	0	0	0	0	
22.16	Interim Standards		LS	0	0	0	0	
Signalization Plans Technical Subtotal						20	200	
22.17	Quality Assurance/Quality Control		LS	%	0%		0	
22.18	Supervision		LS	%	0%		0	
22. Signalization Plans Total						20	200	

ESTIMATE OF WORK EFFORT

Name of Project

County

Palm Beach County Project

Central Blvd (Indian Town Rd- Longshore Dr)

Palm Beach

2006501

Intersection Analysis

(Two Intersections)

(Church Street and Long Shore Drive)

Consultant:

Progressive Design & Engineering

Date

5/4/2006

Estimator:

WFM

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager \$140.19	Senior Engineer \$119.15											SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Intersection Analysis	110	34	76											110	\$13,821.86	\$125.65
4. Roadway Analysis	-	0	0											0	\$0.00	#DIV/0!
5. Roadway Plans	-	0	0											0	\$0.00	#DIV/0!
6. Drainage Analysis	-	0	0											0	\$0.00	#DIV/0!
7. Utilities	-	0	0											0	\$0.00	#DIV/0!
8. Environmental Permits	-	0	0											0	\$0.00	#DIV/0!
9. Structure Summary	-	0	0											0	\$0.00	#DIV/0!
10. Structures - BDR	-	0	0											0	\$0.00	#DIV/0!
11. Structures - Temporary Bridge	-	0	0											0	\$0.00	#DIV/0!
12. Structures - Short Span Concrete	-	0	0											0	\$0.00	#DIV/0!
13. Structures - Medium Span Concrete	-	0	0											0	\$0.00	#DIV/0!
14. Structures - Structural Steel	-	0	0											0	\$0.00	#DIV/0!
15. Structures - Segmental Concrete	-	0	0											0	\$0.00	#DIV/0!
16. Structures - Movable Span	-	0	0											0	\$0.00	#DIV/0!
17. Structures - Retaining Walls	-	0	0											0	\$0.00	#DIV/0!
18. Structures - Miscellaneous	-	0	0											0	\$0.00	#DIV/0!
19. Signing & Marking Analysis	-	0	0											0	\$0.00	#DIV/0!
20. Signing & Marking Plans	-	0	0											0	\$0.00	#DIV/0!
21. Signalization Analysis	0	0	0											0	\$0.00	#DIV/0!
22. Signalization Plans	0	0	0											0	\$0.00	#DIV/0!
23. Lighting Analysis	-	0	0											0	\$0.00	#DIV/0!
24. Lighting Plans	-	0	0											0	\$0.00	#DIV/0!
25. Landscape Architecture Analysis	-	0	0											0	\$0.00	#DIV/0!
26. Landscape Architecture Plans	-	0	0											0	\$0.00	#DIV/0!
27. Survey	-	0	0											0	\$0.00	#DIV/0!
28. Photogrammetry	-	0	0											0	\$0.00	#DIV/0!
29. Mapping	-	0	0											0	\$0.00	#DIV/0!
30. Geotechnical	-	0	0											0	\$0.00	#DIV/0!
31. Architecture Development	-	0	0											0	\$0.00	#DIV/0!
Total Staff Hours	110	34	76											110		
Total Staff Cost		\$4,766.46	\$9,055.40												\$13,821.86	\$125.65

GRAND TOTAL ESTIMATED FEE:

Check = \$13,821.86

\$13,821.86

Central Blvd (Indian Town Rd- Longshore Dr)

INTERSECTION ANALYSIS STUDIES

STUDY TYPE: <u>Two Intersections</u> CONDITION: <u>Counts not included</u>							
<u>(Long Shore Dr & Church St)</u>							
T A S K	ACTIVITY	Project Manager		Senior Engineer			TOTAL
1	Traffic Volume Data:	4					4
2	Qualitative Assessment	4		4			8
3	Capacity & Operational	8		24			32
4	Traffic Projections	2		4			6
5	Potential Improvements	8		24			32
6	Conceptual Plans						0
7	Report Prep. & Submittals	4		16			20
8	Meetings	4		4			8
STAFF HOURS		34		76			110

NODARSE & ASSOCIATES, INC.
SCOPE OF SERVICES FOR GEOTECHNICAL SERVICES
CENTRAL BOULEVARD
PALM BEACH COUNTY, FLORIDA

▪ **Geotechnical Field Services**

- Mobilize truck mounted drilling equipment.
- Perform auger borings (ASTM D1452) to depth of 5' at 100' spacing and to 15' each 500' for proposed road widening.
- Two standard Penetration Test (SPT – ASTM D1586) borings each to depth of 130' for bridge widening.
- Standard Penetration Test (SPT) borings to depth of 30' for mast arm foundations.
- Pavement cores to determine depth of asphalt base and subgrade depth.
- Exfiltration tests in accordance with SFWMD usual condition method.

▪ **Geotechnical Laboratory Testing (Roadway, Structure)**

- Visual Soil Classification, perform visual classification of collected soil samples from borings.
 - 15 Grain Size Analysis Tests (FM 1-T88)
 - 15 Natural Moisture Tests.
 - 5 Organic Content Tests (FM 1-T267).
 - 2 Corrosion Series Tests (pH, Sulfate, Chloride, Resistivity).
 - 3 Limerock Bearing Ratio (LBR) Tests (FM 5-515).
 - 4 Extraction/Gradation on asphalt cores for Bituminous material.

Engineering and Technical Services

▪ **Field Review**

- Document collection review.
- Develop detailed boring location plan.
- Stake borings/utility clearance.
- Coordinate and development MOT plans for field investigation.
- Drilling access permits.
- Property clearances.
- Coordination of field work.

▪ **Engineering and Technical Services**

- Determine design LBR.
- Tabulate all laboratory data.
- Estimate seasonal high water table.
- Calculate parameters for exfiltration tests.
- Delineate limits of unsuitable material.
- ASCII files for cross-sections.
- Embankment settlement and stability.
- Preliminary roadway report and pavement evaluation report.

▪ **Engineering and Technical Services (continued)**

-
- Final report.
- Auger boring drafting.
- SPT boring drafting.
- Estimate design groundwater level for structures.
- Evaluation and selection of foundation alternatives.
- Detailed analysis of selected foundation alternates.
- Bridge construction and testing recommendations.
- Lateral load analysis.
- Walls.
- Sheetpile wall analysis.
- Design soil parameters for signs, signals, high mast lights and strain poles and geotechnical recommendations.
- Geotechnical recommendations.
- Preliminary report.
- Final report for bridge and associated walls.
- Specification development and review.
- Field reviews.
- Technical meetings.
- Quality Assurance/Quality Control.
- Supervision.
- Coordination.

HSQ Group
April 20, 2006

Nodarse & Associates, Inc.
Central Boulevard
Palm Beach County, Florida

EXHIBIT A
GEOTECHNICAL FIELD EXPLORATION - (ROADWAY, STRUCTURES)

Item No.	Description of Consulting Services	Unit	Average Contract Rate	Est. Number of Units	TOTAL
1	Mobilize Equipment				
	a. Truck Mounted	Each	\$300.00	3	\$900.00
2	Auger Borings (ASTM D-1452)				
	Land (55 @ 5' and 13 @ 15')	LF	\$8.00	470	\$3,760.00
3	Standard Penetration Test Borings (ASTM D-1586) - 5 foot centers				
	Land:				
	a. 0 - 50 feet (2 SPTs @130' and 4 @ 30')	LF	\$13.00	220	\$2,860.00
	b. 50 - 100 feet	LF	\$16.00	100	\$1,600.00
	c. 100 - 150 feet	LF	\$18.00	60	\$1,080.00
4	Extra Split Spoon Samples				
	Land:				
	a. 0 - 50 feet depth range	Each	\$32.00	16	\$512.00
	b. 50 - 100 feet depth range	Each	\$35.00	20	\$700.00
	c. 100 - 150 feet depth range	Each	\$38.00	12	\$456.00
5	Grout Seal Boreholes				
	Land:				
	a. 0 - 50 feet depth range	LF	\$4.50	690	\$3,105.00
	b. 50 - 100 feet depth range	LF	\$8.00	100	\$800.00
	c. 100 - 150 feet depth range	LF	\$10.00	60	\$600.00
6	Bulk soil sampling (LBR's, corrosion, etc.)	Hr	\$55.00	4	\$220.00
7	Exfiltration Tests	Each	\$250.00	4	\$1,000.00
8	Pavement Cores (Without MOT)	Each	\$75.00	4	\$300.00
9	Casing Allowance:				
	Land (4" casing)	LF	\$7.00	100	\$700.00
10	Signs and Barricades: Pavement Cores				
	a. Flagman	Hour	\$35.00	12	\$420.00
	b. Message Board	Day	\$250.00	1	\$250.00
	c. Cones, flags	Day	\$150.00	1	\$150.00
	d. Post Mounted Signs	Day	\$200.00	1	\$200.00
	e. Arrow Boards	Day	\$250.00	1	\$250.00
	f. Police/car	Hour	\$50.00	12	\$600.00
	g. Truck mounted attenuator (crash truck)	Hour	\$79.50	12	\$954.00
GEOTECHNICAL - LABORATORY TESTING - (ROADWAY, STRUCTURES)					
Item No.	Description of Consulting Services	Unit	Rate		
1	Grain Size Analysis (FM 1-T-88)	Each	\$65.00	15	\$975.00
2	Limerock Bearing Ratio (FM 5-515)	Each	\$250.00	3	\$750.00
3	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	Each	\$150.00	2	\$300.00
4	Natural Moisture Test (FM 1-T 266)	Each	\$10.00	15	\$150.00
5	Organic Content (FM 1-T 267)	Each	\$30.00	5	\$150.00
6	Extraction/Gradation	Each	\$160.00	4.0	\$640.00
ENGINEERING AND TECHNICAL SERVICES					
1	Job classification	Unit	Rate		
2	Project Manager/Senior Engineer	Hour	\$120.00	40	\$4,800.00
3	Project Engineer	Hour	\$95.00	80	\$7,600.00
4	Engineer	Hour	\$85.00	100	\$8,500.00
5	CADD Technician	Hour	\$45.00	20	\$900.00
6	Senior Technician	Hour	\$53.00	80	\$4,240.00
TOTAL ESTIMATE					\$50,422.00

EAC CONSULTING
Bridge Design Scope of Services
Widening of Central Boulevard Bridge over the C-18 Canal

Bridge Design Scope of Services

Widening of Central Boulevard Bridge over the C-18 Canal

The project requires widening the existing Central Boulevard Bridge over The C-18 Canal, from a two lane structure to a five lane structure. The scope of bridge design services is the following:

- 1) Conduct a field review of the existing bridge, collect record data for the existing bridge, and review the structure and channel characteristics contained in the record data.
- 2) Based on the information obtained from the field review and record data review, prepare a single page design memorandum that outlines the rationale for widening the bridge as opposed to replacing the bridge or its superstructure.
- 3) Design the bridge widening in accordance with Florida Department of Transportation (FDOT) Green Book- *Minimum Standards for Design, Construction and Maintenance of Streets and Highways, Chapter 17*, as required by Florida Statute. Design analysis will be done per the latest edition of the FDOT Structures Design Guidelines, and the AASHTO LRFD Bridge Design Specifications, 3rd edition, 2004. Plans will be prepared per Chapter 17 of the FDOT Green Book and detailed in accordance with the FDOT Structures Detailing Manual.

A scour analysis, to be performed by HSQ in collaboration with EAC and Nodarse, will provide an order of magnitude scour analysis, or alternatively, and estimated 100 year scour of 5 feet will be used for foundation design.

- 4) Meet with South Florida Water Management District to ascertain their permit requirements for the bridge design component of the project, including type of permit required, channel modification requirements, slope stabilization requirements, and channel survey requirements.
- 5) Conduct utility coordination with utility owners in collaboration with HSQ. This includes meetings with utility owners.
- 6) Prepare bridge permit sketches for submittal with the permit application by HSQ. EAC will also meet with jurisdictional agencies for permit coordination.
- 7) Coordinate with sub-consultants and the prime consultant to facilitate proper interfacing of the bridge design with other disciplines, including survey and geotechnical engineering.

- 8) Meet with the County and prime consultant to review, progress and comments.
- 9) Prepare the following plan sheets for the contract documents:
 - a) Index of bridge sheets.
 - b) Compiled standard drawings from FDOT Design Standards.
 - c) General Notes Sheet.
 - d) Bridge Plan and Elevation Sheet.
 - e) Construction Phasing Sheets.
 - f) Foundation Layout Sheet.
 - g) End bent Plan and Elevation Sheets.
 - h) End Bent Details Sheet.
 - i) Intermediate Bent Plan and Elevation Sheets.
 - j) Intermediate Bent Details Sheet.
 - k) Finish Grade Elevation Sheets.
 - l) Superstructure Plan Sheets.
 - m) Superstructure Section Sheets.
 - n) Superstructure Details Sheets.
 - o) Decorative Traffic Railing Barrier wall Plan, Elevation, and Details.*
 - p) Miscellaneous Details Sheets.
 - q) AASHTO Beam Standard Sheets.
 - r) Tables of Beam Variables Sheet.
 - s) Approach Slab Plan and Details Sheets.
 - t) Reinforcing Bar List Sheets.
 - u) Canal Bank Protection Plan and Details Sheets.
- 10) Prepare the Estimate of Quantities and incorporate it into the General Notes Sheets.
- 11) Prepare preliminary and final estimates of construction cost for budgeting purposes.
- 12) Construction specifications will be the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

* The traffic railing barrier details will be prepared to match that of the existing Island Way Bridge.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Widening of Central Boulevard Bridge over the C-18 Canal
County: Palm Beach
FPN: N/A
FAP No.: n7A

Consultant Name: EAC Consulting, Inc.
Consultant No.: 6003.01
Date: 4/27/2006
Estimator: Richard O. Kinkead, P.E.

Staff Classification	Total Staff Hours From "SH Summary Firm"	Principal	Project Manager	Senior Engineer	Engineer	CADD Tech./Designer	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
			\$45.00	\$41.00	\$33.00	\$23.00										
3. Project General Tasks																#DIV/0!
4. Roadway Analysis																#DIV/0!
5. Roadway Plans																#DIV/0!
6. Drainage Analysis																#DIV/0!
7. Utilities																#DIV/0!
8. Environmental Permits																#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tec	100		10	30	30	30								100	\$3,360	\$33.60
10. Structures - BDR	16		5	2	6	2								15	\$551	\$36.73
11. Structures - Temporary Bridge																#DIV/0!
12. Structures - Short Span Concrete																#DIV/0!
13. Structures - Medium Span Concrete	784		78	118	314	274								784	\$25,012	\$31.80
14. Structures - Structural Steel																#DIV/0!
15. Structures - Segmental Concrete																#DIV/0!
16. Structures - Movable Span																#DIV/0!
17. Structures - Retaining Walls																#DIV/0!
18. Structures - Miscellaneous																#DIV/0!
19. Signing & Marking Analysis																#DIV/0!
20. Signing & Marking Plans																#DIV/0!
21. Signalization Analysis																#DIV/0!
22. Signalization Plans																#DIV/0!
23. Lighting Analysis																#DIV/0!
24. Lighting Plans																#DIV/0!
25. Landscape Architecture Analysis																#DIV/0!
26. Landscape Architecture Plans																#DIV/0!
27. Survey (Field & Office Support)																#DIV/0!
28. Photogrammetry																#DIV/0!
29. Mapping																#DIV/0!
30. Geotechnical																#DIV/0!
31. Architecture Development																#DIV/0!
32. Noise Wall Analysis																#DIV/0!
Total Staff Hours	800		93	150	350	306								899		
Total Staff Cost			\$4,185.00	\$6,150.00	\$11,550.00	\$7,038.00									\$28,923.00	\$32.17

Check = \$28,923.00

Form Revised 03/2005

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS: \$28,923.00
OVERHEAD: 101% \$46,566.03
OPERATING MARGIN: 12% \$3,470.76
FCCM (Facilities Capital Cost Money):
EXPENSES:

SUBTOTAL ESTIMATED FEE: \$78,959.79
Survey (Field) #REF! 4-man crew da \$ - / day
Geotechnical Field and Lab Testing
SUBTOTAL ESTIMATED FEE: \$78,959.79
Optional Services
GRAND TOTAL ESTIMATED FEE: \$78,959.79

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator: ring of Central Boulevard Bridge over the C-18 Canal
Form Revised 6/6/05 N/A

Task No.	Task	Units	Design and Production Staffhours				Comments					
			No. of Units	Hours per Unit	No. of Sheets	Total						
	General Drawings											
9.1	Index of Drawings	sheet	1	2	1	2						
9.2	Project Layout	sheet	0	0	0	0						
9.3	General Notes and Bid Item Notes	sheet	1	8	1	8						
9.4	Incorporate FDOT Standards	sheet	4	1	4	4						
9.5	Incorporate Report of Core Borings	sheet	1	2	1	2						
9.6	Existing Bridge Plans	LS	1	2		2						
9.7	Computation Book and Quantities	LS	1	40		40					Estimated quantities (no Computation Book)	
9.8	Cost Estimate	LS	1	6		6						
9.9	Technical Special Provisions	LS	1	0		0						
Structures - Miscellaneous Tasks & Drawings Subtotal					7	64						
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	
10-16	Bridge 1	800	16	0	0	784	0	0	0			
10-16	Bridge 2	0										
10-16	Bridge 3	0										
17	Retaining Walls	0								0		
18	Miscellaneous Structures	0									0	
Structures Technical Subtotals		800	16	0	0	784	0	0	0	0	0	
Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments						
9.10	Field Reviews	LS	1	8	8							
9.11	Technical Meetings	LS	1	28	28	Meetings are listed below						
9.12	Quality Assurance / Quality Control	LS	%	0%	0							
9.13	Independent Peer Review	LS	%	0%	0							
9.14	Supervision	LS	%	0%	0							
Structures Non-Technical Subtotal					36							
9.15	Coordination	LS	%	0%	0							
9. Structures - Miscellaneous Tasks & Drawings Non-Technical & Coordination Total					100							

Technical Meetings					PM Attendance at Meeting Required?	
					Yes / No	Number
BDR coordination / review	EA	0	0	0	no	0
90/100% comment review	EA	1	4	4	no	0
Aesthetics coordination	EA	1	4	4	no	0
Regulatory agency	EA	1	4	4	no	0
Local governments (cities, counties)	EA	0	0	0	no	0
Utility companies	EA	0	0	0	no	0
Other meetings	EA	0	0	0	no	0
Subtotal technical meetings				12		
Progress Meetings	EA	2	4	8	Yes	
Phase Review Meetings	EA	2	4	8		
Total Meetings				28	Project mgr. meetings = 0	

Project Activity 10: BDR

Estimator: Richard O. Kinkead, P.E.

Widening of Central Boulevard Bridge over the C-18 Canal

Bridge Identifier (Number or Name): Central Boulevard over the C-18 Canal

N/A

Task No.	Task	Units	No of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
General Requirement							
10.1	Bridge Geometry	LS	1				
10.2	Ship Impact Data Collection	LS	1				
10.3	Ship Impact Criteria	EA					
Superstructure Alternatives							
10.4	Short Span Concrete	EA					
10.5	Medium Span Concrete	EA					
10.6	Long Span Concrete	EA					
10.7	Structural Steel	EA					
Foundation & Substructure Alternatives							
10.8	Pier/Bent Types	EA					
10.9	Shallow Foundations	EA					
10.10	Deep Foundations	EA					
Movable Span							
10.11	Data Collection & Design Criteria	LS	1				
10.12	Movable Span Geometrics and Clearances	LS	1				
10.13	Deck System Evaluation	LS	1				
10.14	Framing Plan Development	LS	1				
10.15	Main Girder Preliminary Design	LS	1				
10.16	Conceptual Span Balance/Counterweight	LS	1				
10.17	Support System Development	LS	1				
10.18	Drive Power Calculations	LS	1				
10.19	Drive System Development	LS	1				
10.20	Power and Control Development	LS	1				
10.21	Conceptual Pier Design	LS	1				

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
10.22	Foundation Analysis (FL Pier)	LS	1				
10.23	Tender Visibility Study	LS	1				
Other BDR Issues							
10.24	Aesthetics	LS	1				
10.25	TCP/Staged Construction Requirements	LS	1				
10.26	Constructibility Requirements	LS	1				
10.27	Abutment Slope/Wall Evaluation	LS	1				
10.28	Quantity and Cost Estimates	EA					
10.29	Quantity and Cost Estimates (Movable Span)	LS	1				
10.30	Wall Type Justification	LS	1				
Report Preparation							
10.31	Bridge Development Memorandum	EA	1	16		16	Memo outlining the Bridge widening characteristics and design criteria.
10.32	Exhibits (Movable Span)	EA					
10.33	Report Preparation	LS	1				
10.34	Report Preparation (Movable Span)	LS	1				
10.35	BDR Submittal Package	LS	1				
BDR Subtotal						16	
Add the following hours if Plans are included with the BDR submittal							
10.36	General Notes Sheets	Sheet					
10.37	Plan and Elevation Sheets	Sheet					
10.38	Construction Staging	Sheet					
10.39	Superstructure Section Sheets	Sheet					
10.40	Substructure Sections Sheets	Sheet					
10.41	General Notes Sheets (Movable Span)	Sheet					
10.42	Plan and Elevation Sheets (Movable Span)	Sheet					
10.43	Clearance Diagram (Movable Span)	Sheet					
10.44	Bascule Pier Layouts (Movable Span)	Sheet					

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
10.45	Bascule Leaf Section (Movable Span)	Sheet					
10.46	Bascule Leaf Framing Plan (Movable Span)	Sheet					
10.47	Machinery Layouts (Movable Span)	Sheet					
10.48	Control Logic Diagram (Movable Span)	Sheet					
30% Plans Subtotal							
10. Structures-BDR Total						16	

Project Activity 13: Structures- Medium Span Concrete

Estimator: Richard O. Kinkad, P.E.

Widening of Central Boulevard Bridge over the C-18 Canal

Bridge Identifier (Number or Name): Central Boulevard over the C-18 Canal

N/A

Task No.	Task	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans							
13.1	Overall Bridge Final Geometry	LS	1	12		12	Low end for widening with skewed geometry. Includes preliminary geometry.
13.2	Expansion/Contraction Analysis	EA Unit	2	2		4	Two different fixity conditions
13.3	General Plan and Elevation	Sheet	1	40	1	40	
13.4	Construction Staging	Sheet	2	16	2	32	Includes utility relocations
13.5	Approach Slab Plan and Details	Sheet	2	16	2	32	Based on widening existing 20 ft approach slabs. No approach slab replacement. Not using Stands.
13.6	Miscellaneous Details	Sheet	3	24	3	72	1 sheet -temporary & Permanent utility support details. 1 sheet- unique pilaster details & decorative barrier/railing details, expansion joint, etc.. 1 sheet -slope protection details. Includes Sheet pile designand details.
End Bent Design and Plans							
13.7	End Bent Geometry	EA	2	14		28	Two different end bents. One end bent is expected to facilitate a sheet pile retaining wall and drainage pipe/culvert.
13.8	Wingwall Design and Geometry	EA Bent	2	10		20	
13.9	End Bent Structural Design	EA	2	14		28	
13.10	End Bent Plan and Elevation	Sheet	2	14	2	28	
13.11	End Bent Details	Sheet	2	20	2	40	Includes modification to existing, connection details, skew, retaining wall and culvert accommodation.
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA bent	1	20		20	Similar bent configuration. Each bent has different elevations.
13.13	Bent Stability Analysis	EA Design	1	6		6	Check of new piles
13.14	Bent Structural Design	EA Design	1	12		12	
13.15	Bent Plan and Elevation	Sheet	1	20	1	20	
13.16	Bent Details	Sheet	1	10	1	10	

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
Pier Design and Plans							
13.17	Pier Geometry	EA Pier					
13.18	Pier Stability Analysis	EA Design					
13.19	Pier Structural Design	EA Design					
13.20	Pier Plan and Elevation	Sheet					
13.21	Pier Details	Sheet					
Misc. Substructure Design and Plans							
13.22	Foundation Layout	Sheet	1	24	1	24	Skew
13.23	Fender System	LS	1				
Superstructure Deck Design and Plans							
13.24	Finish Grade Elevation (FGE) Calculation	LS	1	36		36	Mid range. Includes approach slabs. No profile curve. Survey data to be used.
13.25	Finish Grade Elevations	Sheet	2	14	2	28	One common plan sheet and one sheet of tables.
13.26	Bridge Deck Design	EA Section	2	8		16	Two sections. Not using empirical design for widening.
13.27	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	2	20		40	Similar units considered. 1- for end spans and 1 for intermediate spans.
13.28	Diaphragm design/jacking loads	EA Section					<i>Deleted per Negotiation.</i>
13.29	Superstructure Plan	Sheet	5	14	5	70	
13.30	Superstructure Section	Sheet	2	16	2	32	1 @ midspan and 1 @ endspan
13.31	Miscellaneous Superstructure Details	Sheet	1	16	1	16	Diaphragms, SIP forms, etc., Sidewalk reinf.
Reinforcing Bar Lists							
13.32	Reinforcing Bar List	Sheet	5	10	5	50	2-superstructure, 2-substructure, 1-apprh. Slabs.

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
Continuous Concrete Girder Design							
Longitudinal Analysis							
13.33	Section Properties	LS	1				
13.34	Material Properties	LS	1				
13.35	Construction Sequence	EA Unit					
13.36	Tendon Layouts	EA Unit					
13.37	Live Load Analysis	EA Unit					
13.38	Temperature Gradient	EA Unit					
13.39	Time Dependent Analysis	EA Unit					
13.40	Stress Summary	EA Unit					
13.41	Ultimate Moments	EA Unit					
13.42	Ultimate Shear	EA Unit					
13.43	Construction Loading	EA Unit					
13.44	Framing Plan	Sheet					
13.45	Girder Elevation, including Grouting Plan and Vent Locations	Sheet					
13.46	Girder Details	Sheet					
13.47	Structural Steel Details	Sheet					
13.48	Splice Details	Sheet					
13.49	Girder Deflections and Camber	Sheet					

Project Activity 13: Structures- Medium Span Concrete

Task No.	Task	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
Simple Span Concrete Design							
13.50	Prestressed Beam	EA Beam	2	8		16	
13.51	Prestressed Beam Schedules	Sheet	1	16	1	16	
13.52	Framing Plan	Sheet					
Load Rating							
13.53	Load Rating	EA Unit	1	36		36	
13. Structures-Medium Span Concrete Total					31	784	

R.L. WEIGT ENVIRONMENTAL CONSULTANTS, INC

SCOPE OF SERVICES
CENTRAL BOULEVARD C-18 CANAL
BRIDGE WIDENING

Task I

Wetland Delineation

RLW biologists will delineate on-site wetlands at the referenced project site. All wetlands will be delineated according to the State of Florida, South Florida Water Management District (SFWMD), FAC 62-340 and the U.S. Army Corps of Engineers (COE) Wetland Delineation Manual, Technical Report Y-87-1. Wetland boundaries will be flagged with pink surveyor's tape marked "Wetland Delineation" and consecutively numbered. Biologists will mark the approximate delineation on a Palm Beach County blue-line aerial photograph for the Client's review. RLW will complete all COE Field Data Sheets, as required by the COE.

Task II **Agency Wetland Review and Jurisdictional Determination**

RLW will conduct an on-site field review of the wetland delineation with staff members of the SFWMD and COE, if agency personnel are available. Upon agency approval of the wetland lines, Client will have the areas surveyed (*the survey is not part of this Contract and is to be provided by others*). Client will have the wetland survey forwarded to RLW. RLW will review survey with Client and forward the Client-approved survey to SFWMD and COE staff members for informal concurrence and signature.

RLW will coordinate the project with staff members of the COE. RLW will complete ½ mile radius maps to determine if the on-site wetlands are isolated, thereby being non-jurisdictional according to the 09 January 2001 U.S. Supreme Court Opinion concerning *Solid Waste Agency of Northern Cook County vs. Corp of Engineers* ("SWANCC"). RLW biologists will field-review the wetland delineation with staff members of the COE if wetlands are determined to be jurisdictional for their approval and signature, if agency personnel are available.

NOTE: *Client understands that SFWMD and COE personnel may not conduct field reviews of the project site for wetland concurrence until such time that they receive an environmental resource permit (ERP) application. This task shall be deemed complete upon RLW's request that the agencies conduct a field-review, and as such, all fees due and payable under this task shall be billed upon RLW's request of field verification. In the event agency personnel do not conduct field reviews until an ERP application is received, RLW personnel will conduct field reviews of the project site with agency personnel upon their receipt of an ERP application.*

Task III

Wetland Evaluation (WRAP/UMAM)

Biologists of RLW will conduct a wetland rapid assessment procedure (WRAP) and/or a uniform mitigation assessment method (UMAM) of the wetlands located within the boundaries of the project site. WRAP/UMAM determine a numerical value for the functions and values of the existing wetlands. The WRAP/UMAM score can be used to determine what type of mitigation will be required for the project site. The WRAP/UMAM score is based on vegetation, wildlife usage, hydrology, soils, and adjacent lands.

Task IV

Protected Species

RLW will conduct a protected species survey on the referenced site. Biologists will conduct a preliminary systematic survey for protected species in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) Guidelines. Biologists will record all observations of listed protected species and features that may indicate species presence. Physical features may include, but are not limited to, tree markings, burrows, tracks, nests, scat and cavity trees. RLW will request that the U.S. Fish and Wildlife Service (FWS) and the FFWCC review their files for the presence of any listed species that may be present on-site.

Task V

Vegetation Survey (FLUCCS)

Biologists will conduct a systematic survey of vegetation using the *Florida Land Use, Cover and Classification System (FLUCCS), A Technical Report*. FLUCCS was developed by the State of Florida, Department of Administration, Division of State Planning, Bureau of Comprehensive Planning, April 1976. Biologists will base the vegetative community descriptions on field survey observations, SCS soil maps and aerial photograph interpretation.

Task VI

Soil Map/Survey

Biologists will map all project soils. Soils will be mapped according to the *Soil Survey of Palm Beach County Area, Florida*, United States Department of Agriculture, Soil Conservation Service.

Task VII

Historical/Archaeological Resources

RLW will coordinate historical and/or archaeological resources with the Florida Department of State, Division of Historical Resources, State Historical Preservation Officer (SHPO). *This Task does not include a professional archaeological/historical survey. In the event the SHPO officer requires a professional survey, same is to be conducted by others at a price agreed upon with a professional archaeologist.*

Task VIII

Preliminary Environmental Assessment Report

RLW will prepare an environmental report based on data compiled in Tasks I through VII. The report will discuss the environmental issues associated with the referenced project site. The report may be used to address local, Federal and State environmental permitting issues.

Task IX

Environmental Resource Permit (ERP) Application

RLW biologists will complete the environmental sections of the Environmental Resource Permit Application (ERP). RLW biologists will prepare the following information to be submitted with the ERP application:

- Wetland Impact Tables
- Environmental Application Drawings (8 ½ × 11)
- Section 404(b)(1) Compliance
- Public Interest Criteria Review
- Mitigation Plan
 - a. On-site mitigation
 - b. Off-site mitigation
 - c. Mitigation bank
- Mitigation Monitoring and Maintenance Plan

Task X

Request for Additional Information

RLW biologists will prepare responses for Requests for Additional Information (RAI) Letters from the permitting agencies.

Task XI

Meeting Attendance

RLW biologists will attend all meetings with Client, Client's representatives, and Agency personnel, as needed and/or requested by Client.

Table 1. Man-hours and Cost by Task, Central Boulevard C-18 Canal Bridge Widening Project Site.

<i>Task</i>	<i>Project Manager (\$110/hr)</i>	<i>Sr. Tech. Staff II (\$90/hr)</i>	<i>Technical Staff III (\$70/hr)</i>	<i>Technical Staff II (\$65/hr)</i>	<i>Technical Staff I (\$60/hr)</i>	<i>CADD Tech (\$50/hr)</i>	<i>Field Tech (\$40/hr)</i>	<i>Clerical II (\$40/hr)</i>	<i>Clerical I (\$30/hr)</i>
I Wetland delineation		4			4	2			
II Agency Wetland Review and Jurisdictional Determination		4							
III Wetland Evaluation (WRAP/UMAM)		4			4			2	
IV Protected Species					4		16		
V Vegetation Survey (FLUCFCS)		4			4	2			
VI Soils Map						2			
VII Historical / Archaeological Resources Coordination								1	
VIII Environmental Assessment Report	4	4				6		6	
IX Environmental Resource Permit (ERP) Application	16	33	22			12		8	2
X Request for Additional Information	8	24				9		4	2
XI Meeting Attendance	14								
TOTAL MAN-HOURS	42	77	22		16	33	16	21	4
MAN-HOUR COST	\$4,620	\$6,930	\$1,540	n/a	\$960	\$1,650	\$640	\$840	\$120
TOTAL MAN-HOUR COST								\$17,300	

**BETSY LINDSAY SURVEYORS
CENTRAL BLVD.
Indiantown Rd. to Longshore Drive

COUNTY PROJECT NO. 2006501**

1. SURVEY SERVICE

H. Right-of-Way Review

The survey limits are from the intersection of Indiantown Road to 500' east of the curve at the north side of the project and along Church Street 600' west to the East entrance to Limestone Creek Elementary.

- Review title search supplied by Palm Beach County prior to commencement of field topo to establish right-of-way width
- Compile all plats and deeds into a map.
- Collect benchmark and global positioning control data.
- Set control points tied to State Plane.
- Run a closed level loop and set Benchmarks at 600-foot intervals outside the limits of constructions.
- Locate subdivision corners, section corners and any other existing control monuments that will assist in the establishment of the location of the Right of Way lines for this project.
- Locate above ground features and any above ground evidence of below ground features.
- Survey all existing drainage features.
- Cross section the project at 100' intervals along the tangent sections and at 50' intervals along curved sections (25' beyond the known proposed right-of-way) and if necessary at intermediate locations to pick up additional features.
- Pick up additional information on the bridge including lane lines, bridge joint, the exterior beams and support bents.
- Acquire seven cross sections of the C-18 Canal including the location of the centerline of channel.
- Acquire topo 100' up side streets.
- Locate trees within the right of way as required for issuance of a vegetation removal permit.
- Prepare approximately four sketch and legal descriptions
- Out of pocket expense – copies, plotting, reproduction, and aerial targets.
- Establish baseline, set baseline at 300' (and PC, PT & PI) intervals and reference baseline.
- Survey all existing drainage features.
- Survey environmental jurisdictional lines.
- Process the field data and create a CADD drawing.
- Create DTM

OPTIONAL SERVICES

- Prepare up to ten Sketch and legal descriptions
- Provide assistance to the Geotechnical Engineer in locating the soil borings in relationship to the alignment

2. DELIVERABLES

One copy of Survey in a digital CADD file.

A copy of the ASCII file of all elevations IN TERMS OF x,y,z, description.

Two signed and sealed copies of the survey report or two signed and sealed copies of the specific purpose survey. (Per clients request)

CENTRAL BLVD (Indiantown Rd. to Longshore Dr.)
County Project No. 2006501

Right-of-Way Review and Design Survey

Betsy Lindsay, Inc. - Work Breakdown and Fee Estimate

Item No.	Work Task	Est. No. of Units	admin	Estimated Work Hours				Estimated Task Cost
				Three-Man Field Crew (\$98/Hr.)	Professional Land Surveyor (\$79.52/Hr.)	Project Tech (\$59.64/Hr.)	CADD Technician (\$51.12/Hr.)	
1	Review Title Search Documents	1	2	0	8	8	0	\$1,213.28
2	Create base map		2	0	2	4	12	\$1,111.04
3	Collect Control Data	1		0	1	4	0	\$318.08
4	Set Control Points and Tie to State Plane Coordinate System	10		10	2	4	0	\$1,377.60
5	Perform Bench Run	1		8	1	2	0	\$982.80
6	Locate Local Control	1		8	1	1	0	\$923.16
7	Locate Above-Ground Features and Underground Utilities	58		56	1	2	0	\$5,686.80
8	Collect Cross-Sections (100' intervals on tangents, 50' on curve)	58		40	1	8	0	\$4,476.64
9	Detail Existing Drainage Facilities	10		6	1	2	0	\$786.80
10	Pick up additional information on bridge	1		4	1	1	4	\$735.64
10	Acquire 7 x-secs of C-18	7		16	2	4	0	\$1,965.60
11	Acquire topo 100' up side streets	4		6	1	2	0	\$786.80
12	Process Data and Create CADD Drawing	1	4	0	6	16	70	\$5,009.76
13	Set the Baseline of Survey& ref pc's pt's and PI			18		6	4	\$2,326.32
14	Locate trees within the right of way			8			4	\$988.48
15	Locate jurisdictional lines			8		0.5	1	\$864.94
16	Out of pocket expenses, copies, reproductions							\$496.00
	Estimated crew days			23.5				
	Estimated Total Hours			188	28	64.5	95	
	Estimated Total Costs			\$18,424.00	\$2,226.56	\$3,846.78	\$4,856.40	\$30,049.74

CENTRAL BLVD (Indiantown Rd. to Longshore Dr.) -- OPTIONAL SERVICES
County Project No. 2006501

Right-of-Way Review and Design Survey

Betsy Lindsay, Inc. - Work Breakdown and Fee Estimate

Item No.	Work Task	Est. No. of Units	admin	Estimated Work Hours				Estimated Task Cost
				Three-Man Field Crew (\$98/Hr.)	Professional Land Surveyor (\$79.52/Hr.)	Project Tech (\$59.64/Hr.)	CADD Technician (\$51.12/Hr.)	
1	Assist geotechnical and locate soil borings	1	2	16	1	2	0	\$1,866.80
2	Prepare Sketch and legal descriptions @ \$400 per (max of 10)		0	0	0	0	0	\$4,000.00
	Estimated crew days			2				
	Estimated Total Hours			16	1	2	0	
	Estimated Total Costs			\$1,568.00	\$79.52	\$119.28	\$0.00	\$5,866.80

\$ 933.04 per day

EXHIBIT "C"

Project: Central Blvd. from Indiantown Road to Longshore Drive

Project No.: 2006501

CONSULTANT: HSQ Group, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

The **CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

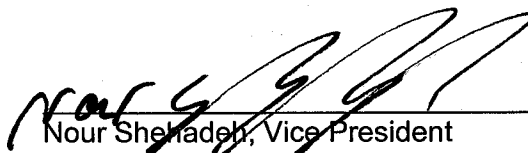

Nour Shehadeh, Vice President

EXHIBIT "D"

07/25/2006

Engineering & Public Works Roadway Production

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Contract

Project Name: Central Boulevard from Indiantown Road to

Prime Consultant: Betsy Lindsay, Inc.

Telephone No.: (561) 637-0955

Project No.: 2006501

Prime Contact Person:

Resolution Date: 07/11/2006 Res #: R2006-

Department: Engineering & Public Works

Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant		Contract Dollar Amount for Sub-Consultant				
			Black	Hispanic	Other	Women	White Male
Betsy Lindsay, Inc. 208 N US HIGHWAY 1 UNIT 8 TEQUESTA, FL 33469 (561) 575-5275	Surveyor Surveyor	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	35,916.54	0.00
EAC Consulting, Inc. 815 NW 57TH AVE STE 402 MIAMI, FL 33126 (305) 264-2557	Structural (Bridge)	MWBE	78,959.79	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	0.00
HSQ Group, Inc. 14000 MILITARY TRL UNIT 103 DELRAY BEACH, FL 33484 (561) 637-0955	Engineer	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	269,313.41	0.00	0.00
Nodarse & Associates, Inc. 2448 METROCENTRE BLVD WEST PALM BEACH, FL 33407 (561) 616-0870	Geotechnical	MWBE	0.00	0.00	0.00	50,422.00	
		SBE	0.00	0.00	0.00	0.00	0.00
Progressive Design & Engineering, Inc. 10891 LA REINA RD STE 100 DELRAY BEACH, FL 33446 (561) 498-2304	Traffic Signal Design	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	54,649.10	0.00

07/25/2006

Engineering & Public Works Roadway Production

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Contract

Total MWBE	78,959.79	0.00	0.00	50,422.00	
%	15.31			9.78	
Total SBE	0.00	0.00	269,313.41	90,565.64	0.00
%			52.24	17.56	

Total Contract Amount of Authorization

515,505.84

EXHIBIT "E"

**LETTER OF INTENT TO PERFORM AS AN
SBE, MINORITY AND/OR SUBCONSULTANT**

TO: HSQ Group, Inc.
(NAME OF PRIME CONSULTANT)

14000 Military Trail, Suite 103 Delray Beach, Florida 33484
(ADDRESS)

Note: If Prime is a SBE of M/WBE, address Letter of Intent to "Palm Beach County"

CONTACT PERSON & TITLE: Nour Shehadeh, Vice President

FROM: Betsy Lindsay, Inc
SUBCONSULTANT (Prime if SBE or M/WBE)

208 North US Highway 1, Unit 8, Tequesta, Florida 33469
(ADDRESS)
(561) 575-5725 (561) 575-4324
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Elizabeth A. Lindsay, P.L. S.,

TITLE: President EMAIL: rhankins@betsylindsayinc.com

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

 an individual a partnership X a corporation a joint venture

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

*MBE: BL H X WBE O (Other)

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

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

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

1. Activity Provided: Surveying Services 5.02

2. **SUB-CONSULTANT'S TOTAL PARTICIPATION FOR THIS PROJECT:..... 6.96%

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

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

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

Project: CENTRAL BLVD. FORM INDIANTOWN ROAD TO LONGSHORE DRIVE
Project No.: 2006501

BETSY LINDSAY, INC.
NAME OF SUB-CONSULANT FIRM (PRIME if SBE or M/WBE)

Elizabeth A. Lindsay, President
(PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature] 05/19/06
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO:

HSQ GROUP, INC.
(NAME OF PRIME CONSULTANT)

14000 Military Trail, Suite 103; Delray Beach, FL 33484
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE:

FROM:

EAC Consulting, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

Vista Parkway, Suite 200, West Palm Beach, FL 33411
(ADDRESS)

561-833-0908
(TELEPHONE No.)

561-833-0906
(FAX No.)

CONTACT PERSON: Enrique Crooks
TITLE: President

EMAIL: rcrooks@eacconsult.com

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

_____ an individual ☒ a corporation _____ a partnership _____ a joint venture

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

* MBE: _____ BL _____ H _____ WBE _____ O(Other)

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

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

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

1. Activity Provided: Minor Bridge Design

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 15.31 %

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

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

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

Project: Central Blvd., Indiantown Road to Longshore Drive

Project No.: 2006501

EAC Consulting, Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Enrique Crooks, President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature]
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

05/19/06
(DATE)

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Palm Beach County
(NAME OF PRIME CONSULTANT)

160 Australian Avenue, Suite 523, West Palm Beach, FL 33406
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: Dave Young, Special Projects Manager

FROM: HSQ GROUP INC.
SUB-CONSULTANT (Prime if SBE or M/WBE)

14000 Military Trail, Suite 103, Delray Beach, FL 33484
(ADDRESS)

(561) 637-0955 (561) 637-4731
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Nour Shehadeh, P.E.

TITLE: Vice President EMAIL: nour@hsqgroup.net

The undersigned intend to perform work in connection with the above project as (check one):
an individual ☒ a corporation a partnership a joint venture

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

* MBE: BL H WBE O(Other)

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

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

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

1. Activity Provided: Roadway Design

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 52.24%

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

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

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

Project: Lake Worth Road Corridor Redvelopment from Military Trail to Congress Avenue and from Lakewood Road on the North to the LWDD L-12 Canal on the South

Project No.: 2001055

HSQ GROUP INC.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Nour Shehadeh, P.E.
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature] 5-22-06
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: HSQ Group, Inc.
(NAME OF PRIME CONSULTANT)

14000 Military Trail, Suite 103, Delray Beach, Florida 33484
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: Nour Shehadeh, P.E., Vice President

FROM: Nodarse & Associates, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

2448 Metrocentre Boulevard, West Palm Beach, Florida 33407
(ADDRESS)

561-616-0870 561-616-0871
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Fouad S. Masri, P.E.

TITLE: Sr. Vice President/Regional Manager EMAIL: fouadm@nodarse.com

The undersigned intend to perform work in connection with the above project as (check one):
an individual X a corporation _____ a partnership _____ a joint venture

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

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

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

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

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

1. Activity Provided: Geotechnical

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 9.78 %

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

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

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

Project: Central Boulevard, Indiantown Road to Longshore Drive

Project No.: 2006501

Nodarse & Associates, Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Fouad S. Masri, P.E., Senior Vice President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: Fouad Masri 05/19/06
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: HSQ GROUP, INC.
(NAME OF PRIME CONSULTANT)

14000 Military Trail, Suite 103 Delray Beach, FL 33484
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE:

FROM: Progressive Design & Engineering, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)
10891 La Reina Rd, Suite 100 Delray Beach, FL 33446
(ADDRESS)
(561) 498-2304 (561) 498-2305
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Karen Majdalawi

TITLE: President EMAIL: karen.majdalawi@pde-inc.com

The undersigned intend to perform work in connection with the above project as (check one):
an individual X a corporation a partnership a joint venture

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

* MBE: BL H X WBE O(Other)

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

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

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

1. Activity Provided: Traffic Operations

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 10.60 %

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

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

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

Project: Central Blvd., Indiantown Road to Longshore Drive

Project No.: 2006501

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

Karen Majdalawi President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:  May 19, 2006
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/02/2006	
PRODUCER (305)822-7800 FAX (305)558-4294 Collinsworth, Alter, Fowler, Dowling & French Group P. O. Box 9315 Miami Lakes, FL 33014-9315 Lourdes Randolph		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED HSQ Group, Inc. 14000 Military Trail Suite 103 Delray Beach, FL 33484-2600		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Maryland Casualty Ins Co	
		INSURER B: Zenith Insurance Company	
		INSURER C: Lloyds of London	
		INSURER D:	
		INSURER E:	

COVERAGES										
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PPS00716383	03/16/2006	03/16/2007	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				PPS00716383	03/16/2006	03/16/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO							AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z066907502	01/18/2006	01/18/2007				<input checked="" type="checkbox"/> WC STATL TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	C	Professional Liability - Claims Made Form	LDUSA0600075				01/18/2006	01/18/2007	\$1,000,000 Each Claim and \$1,000,000. Annual Aggregate	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate Holder is named additional insured as respects Commercial General Liability, per policy terms & conditions - see attached policy form 9S2001(4-99) Zurich paper. Waiver of subrogation in favor of Palm Beach County applies on the Commercial General Liability & Workesr Compensation.. Re: Palm Beach County Projects when Insured is used as Consultant. Retro Date 1/18/05 on E&O. *10 Day Notice of Cancellation will apply for nonpayment										

CERTIFICATE HOLDER Palm Beach County Attn: Joan Thurman 2300 N Jog Road 3rd Floor West Wing West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Mel Wiesel/LBR
-------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

IMPORTANT

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

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

DISCLAIMER

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

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

Coverage provided by this form is also subject to all the Conditions in the **COMMON POLICY CONDITIONS** form.

QUICK REFERENCE

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SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does

not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" or "property damage" occurs during the policy period.
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly

on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the opera-

tions are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, main-

tenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft you do not own that you charter with crew.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises.
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage"

to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Tenants Legal Liability as described in **SECTION III - LIMITS OF INSURANCE.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, in-

spection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Professional

- (1) "Bodily injury" or "property damage" arising out of the rendering or failure to render any professional service, including but not limited to:

- (a) Accounting, advertising, architectural, drafting, engineering, financial, insurance or legal services, advice and instruction;
- (b) Medical, cosmetic, dental, ear piercing, hair dressing, massage, physical therapy, veterinary, nursing, surgical or x-ray services, advice and instruction;
- (c) Use of any tanning booth, tanning bed, tanning equipment or tanning device;
- (d) Laboratory operations or services, whether medical or not; and
- (e) Services performed as a funeral director or as an operator of a cemetery; and
- (f) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement; hair removal or replacement or personal grooming.

- (2) This exclusion does not apply to:

- (a) Pharmacological services if:
 - (i) You do business as a retail drug store and do not manufacture or compound in bulk pharmaceuticals for sale by others; and
 - (ii) The "bodily injury" or "property damage" is not caused by the willful violation of a penal statute or ordinance relating to the sale of phar-

maceuticals by or with the knowledge or consent of any insured;

- (b) Optical or hearing aid services, including the prescribing, preparation, production, mounting, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid services.

p. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through o. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Tenants Legal Liability, as described in **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "cov-

erage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of the willful violation of a penal statute or ordinance committed by or at with the consent of any insured;
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 1 4.a, b. and c. of "personal and advertising injury" under **SECTION V - DEFINITIONS**; or
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- b. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured.

- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

- (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

Your subsidiaries, and subsidiaries of subsidiaries, are insureds if:

- (1) They are legally incorporated entities; and
- (2) You own more than 50% of the voting stock in them as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of this policy.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exer-

cised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization with whom you agree, because of a written contract, to provide insurance such as is afforded under this policy, but only with respect to liability arising out of your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- (1) To any vendor, concessionaire, lessor of leased equipment, grantor of a franchise, engineer, architect or surveyor; or
 - (2) Unless the contract has been signed prior to the date of "bodily injury", "property damage", or "personal or advertising injury".
- f. Any person or organization to whom you are obligated by virtue of a written "insured contract" to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance, or use of that part of any premises leased to you. This does not apply to:
- (1) Any "occurrence" that takes place after you cease to be a tenant on those premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such insured.

- g. Any state or political subdivision, but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit in connection with premises you own, rent, or control for one of the hazards listed below:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance or use of any elevators covered by this insurance.
 - 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
 - 4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - b. Damages under Coverage B.

The General Aggregate Limit applies separately to each location owned by or rented to you. Location, as used here, means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Tenants Legal Liability Limit is the most we will pay under

Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence".

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or "offense" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or

legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- e. Knowledge of "occurrence", claim or "suit" by an agent, servant or "employee" of an insured (other than an officer or partner) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

- f. Failure by an agent, servant or "employee" of an insured (other than an "executive officer", manager or partner) to notify us of an "occurrence" will not be considered an failure to comply with paragraphs a. and b. above.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Motor Vehicle Laws

With respect to "mobile equipment" to which this insurance applies:

- a. When this Coverage Part is certified as proof of financial responsibility under the provisions of any motor vehicle financial responsibility law, the insurance provided by the Coverage Part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. We will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That insures for direct physical loss to premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of

**SECTION I - COVERAGE A -
BODILY INJURY AND PROPERTY
DAMAGE LIABILITY.**

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
 - b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
 - c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- 7. Representations**
- By accepting this policy, you agree:
- a. The statements in the Declarations are accurate and complete;
 - b. Those statements are based upon representations you made to us; and
 - c. We have issued this policy in reliance upon your representations.
- 8. Separation Of Insureds**
- Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each insured against whom claim is made or "suit" is brought.
- 9. Transfer Of Rights Of Recovery Against Others To Us**
- If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- This condition does not apply to Coverage C. Medical Expenses.
- 10. Unintentional Errors And Omissions**
- Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part

will not invalidate or affect coverage for those premises or operations. But you must report such error or omission to us as soon as practicable after its discovery.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
- 2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a above; or
 - (b) The activities of a person whose home is in the territory described in a above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort li-

ability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck,

that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment with a gross vehicle weight of 1000 lbs. or more and designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. Misappropriation of advertising ideas or style of doing business; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Also includes "bodily injury" and "property damage" arising from the consumption of food or beverages sold, handled or distributed as "your product" at any premises you own or rent.

c. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of that vehicle;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in this Coverage Part, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

b. The providing of or failure to provide warnings or instructions.

SECTION VI - NUCLEAR ENERGY LIABILITY EXCLUSION

The insurance does not apply:

1. Under any Liability Coverage, to "bodily injury" or "property damage":

- a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; or

- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Expenses coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

3. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

- a. The "nuclear material" (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (2) has been discharged or dispersed therefrom;

- b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or

- c. The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to

such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "special nuclear material," and "by-product material," which have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor";

"Waste" means any waste material (1) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (2) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- a. Any "nuclear reactor";

- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

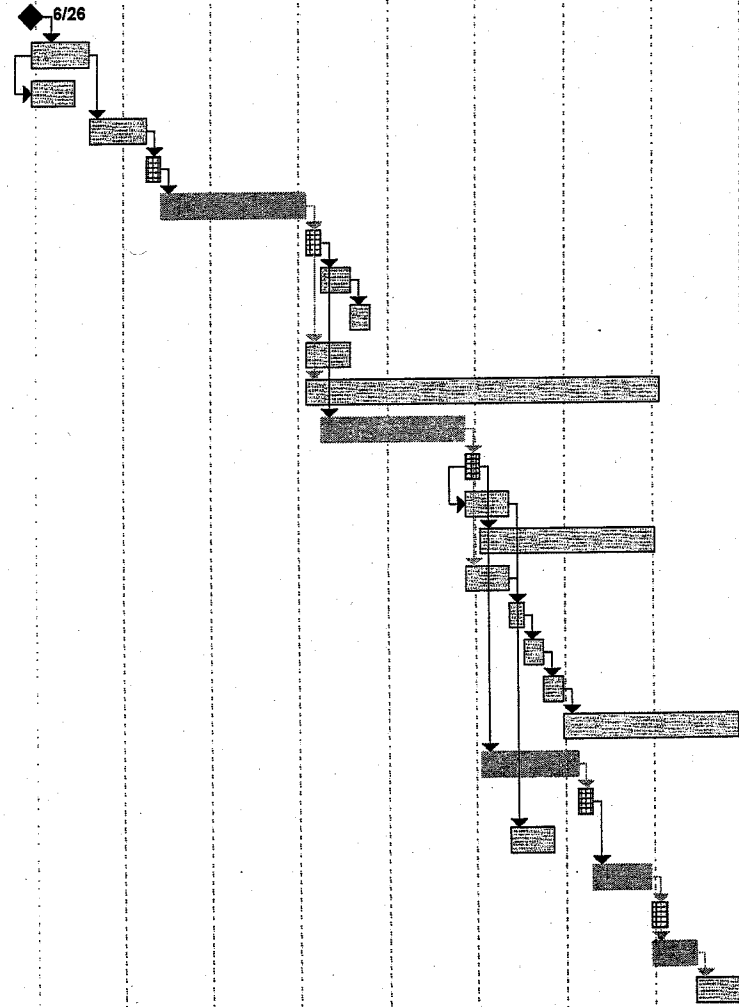
and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

Central Blvd
(Indiantown Road to Longshore Drive)
Project Number 2006501

ID	Task Name	Duration	Start	Finish	2, 2006Qtr 3, 2006Qtr 4, 2006Qtr 1, 2007Qtr 2, 2007Qtr 3, 2007Qtr 4, 2007Qtr 1, 2008Qtr 2, 2008Qtr 3, 2008Qtr 4, 2008Qtr 1, 2008Qtr 2, 2008Qtr 3, 2008Qtr 4
0	central blvd	732 days	Mon 6/26/06	Thu 6/26/08	
1	Notice To Proceed	1 day	Mon 6/26/06	Mon 6/26/06	
2	Design Survey	60 days	Tue 6/27/06	Fri 8/25/06	
3	Geotechnical Investigation	45 days	Tue 6/27/06	Thu 8/10/06	
4	Typical Section & Master Plan	60 days	Sun 8/27/06	Wed 10/25/06	
5	County Review	15 days	Thu 10/26/06	Thu 11/9/06	
6	35% Plans Incl. Bridge	150 days	Fri 11/10/06	Sun 4/8/07	
7	County Review	15 days	Mon 4/9/07	Mon 4/23/07	
8	Wetland delineations	30 days	Tue 4/24/07	Wed 5/23/07	
9	Survey wetland limits	20 days	Thu 5/24/07	Tue 6/12/07	
10	Utility Initial Contact	45 days	Mon 4/9/07	Wed 5/23/07	
11	Right-of-way acquisition (From FDOT)	365 days	Mon 4/9/07	Mon 4/7/08	
12	65% Plans Incl. Bridge, prelim. Signal	150 days	Tue 4/24/07	Thu 9/20/07	
13	County Review	15 days	Fri 9/21/07	Fri 10/5/07	
14	Utility Pothole Coordination	45 days	Fri 9/21/07	Sun 11/4/07	
15	Permits	180 days	Sat 10/6/07	Wed 4/2/08	
16	Sketch & legal des. For TCE	45 days	Fri 9/21/07	Sun 11/4/07	
17	County Review of the TCE's	15 days	Mon 11/5/07	Mon 11/19/07	
18	Revise the sketch & legal TCE's	20 days	Tue 11/20/07	Sun 12/9/07	
19	Final review and revisions to TCE's	20 days	Mon 12/10/07	Sat 12/29/07	
20	Secure TCE's (by County)	180 days	Sun 12/30/07	Thu 6/26/08	
21	96% Plans, Incl. Bridge, Signal Plan	100 days	Sat 10/6/07	Sun 1/13/08	
22	County Review	15 days	Mon 1/14/08	Mon 1/28/08	
23	Utility Conflict Resolution	45 days	Mon 11/5/07	Wed 12/19/07	
24	100% Plans, Incl. Bridge	60 days	Tue 1/29/08	Fri 3/28/08	
25	County Review	15 days	Sat 3/29/08	Sat 4/12/08	
26	Final Utility Coordination	45 days	Sat 3/29/08	Mon 5/12/08	
27	Final Plans	45 days	Tue 5/13/08	Thu 6/26/08	



Project: central blvd
Date: Mon 5/8/06

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

HSQ Group, Inc.

2006-_____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX051806-1571

FUND Road Impact Fee – Zone 1

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/25/06	REMAINING BALANCE
<u>CENTRAL BLVD/INDIANTOWN RD-LONGSHORE DR</u>								
3501-361-1161-6505	Des/Eng/Mgmt-CIP Admin	0	10,000	751,286	0	761,286	3,276	758,010
<u>RESERVES</u>								
3501-361-9900-9912	Res-Fair Share Project	37,304,442	38,093,345	<u>0</u>	<u>751,286</u>	37,342,059		
				751,286	751,286			

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>09/12/06</u>
Engineering & Public Works	<u>R.D. Ward</u>	<u>2/25/06</u>	
Administration / Budget Approval	_____	_____	_____
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners