

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

Project No. : 2005102A

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$367,265</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$367,265</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No ____
Budget Acct No.: Fund 3500 Dept. 361 Unit 1139 Object 6505.
Program

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

Transportation Improvement Fund
Blue Heron & Congress Ave Intersection Improvements

Authorization - Basic Services	\$185,059.90
- Reimbursables	\$ 75,101.34
- Optional Services	\$ 32,103.14
Consultant Authorization	\$292,264.38
Contingency	\$ 15,000.62
Staff Costs-Roadway	\$ 30,000.00
-ROW	\$ 7,500.00
-Eng Services	\$ 7,500.00
-Traffic	\$ 15,000.00
Fiscal Impact	\$367,265.00

C. Departmental Fiscal Review: R. D. Ward 2/2/07

III. REVIEW COMMENTS

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

John D. L. 2-12-07
OFMB
2-12-07
2-9-07
2-13-07
John D. L. 2/13/07
Contract Dev. and Control
This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

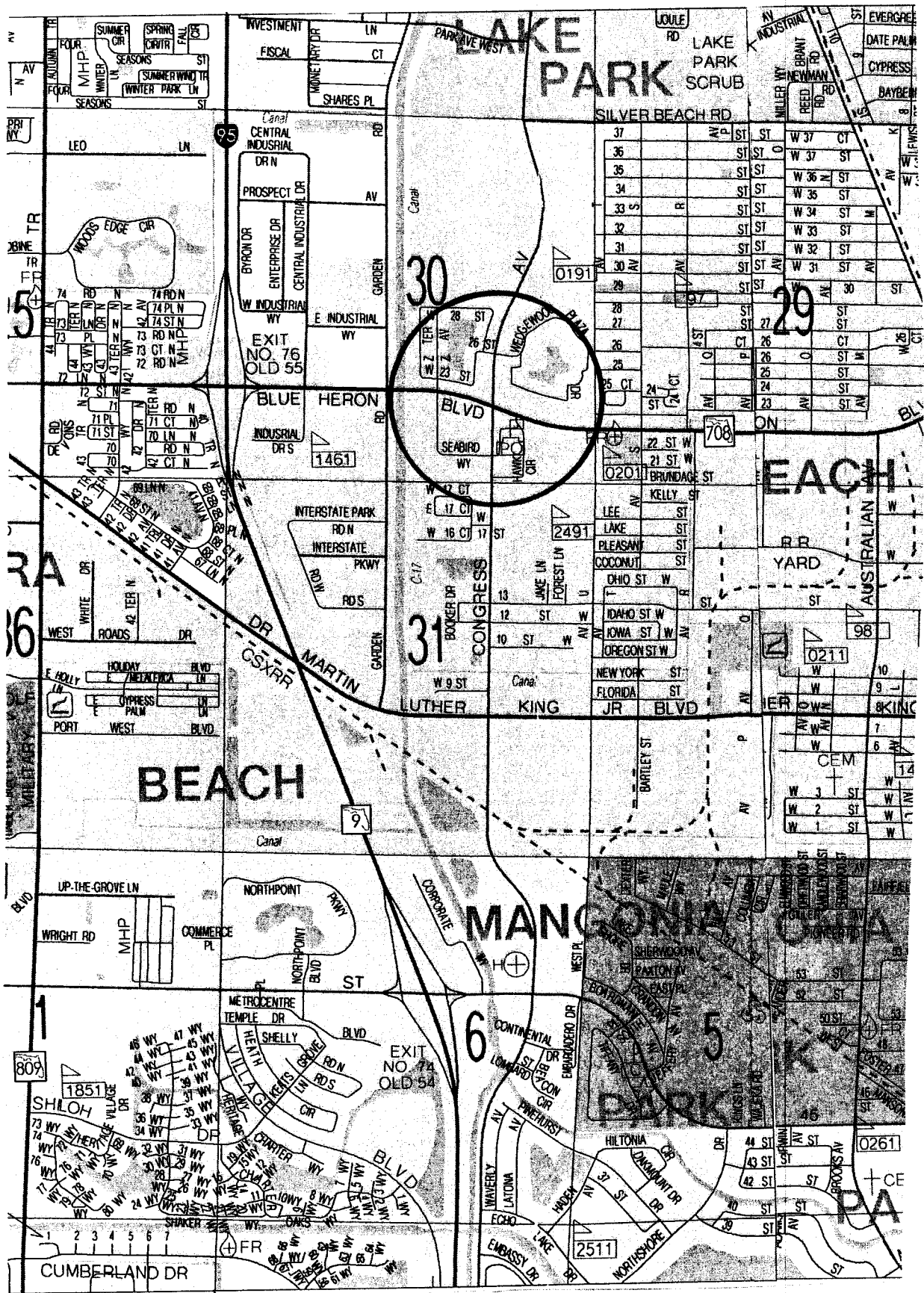
Paul F. L. 2/28/07
Assistant County Attorney

C. Other Department Review:

Department Director

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

PROJECT LOCATION
PROJECT NO. 2005102A
BLUE HERON BOULEVARD AND CONGRESS AVENUE
INTERSECTION IMPROVEMENTS



LOCATION SKETCH

ATTACHMENT 2

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

This is an Agreement made as of _____, 2007 between **Palm Beach County, Florida (COUNTY)** and **ARCADIS G&M, INC. (CONSULTANT)**, an engineering firm having an office and a place of business at 2081 Vista Parkway, West Palm Beach, Florida 33411, and having Federal Tax I.D. #57-0373224. The COUNTY intends to construct **additional turn lanes at the intersection of Blue Heron Boulevard and Congress Avenue, Project No. 2005102A** (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 ASummary 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** AStandard 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 \$185,059.90 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 2.96% 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 \$75,101.34 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 \$32,103.14 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 **15.0%** 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: _____
Addie L. Greene, Chairperson

SEAL

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

BY: _____
(Deputy Clerk)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Ornela A. Fernandez

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

CONSULTANT:
Arcadis G&M, Inc.

BY: Paul H. Stirm
Paul H. Stirm., Vice President

CORPORATE SEAL

ATTEST WITNESS:

BY: ELIZABETH OLIVA
(Print Name)

Elizabeth Oliva
(Signature)

BY: Henry Deibel
(Print Name)

Henry Deibel
(Signature)

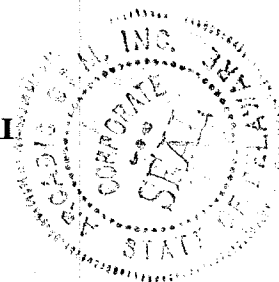


EXHIBIT "A"



RECEIVED JAN 02 2006

Scope + Fee
accepted.
DZG
1-26-07

Mr. David L. Young, P.E.
Palm Beach County
Roadway Production Division
2300 N. Jog Road
West Palm Beach, FL 33411

ARCADIS G&M, Inc.
2081 Vista Parkway
West Palm Beach
Florida 33411
Tel 561 697 7000
Fax 561 697 7751
www.arcadis-us.com

Subject:

Blue Heron Boulevard – Congress Avenue (Phase II)
PBC Proj. No. 2005102A

TRANSPORTATION

Dear Mr. Young:

Date:

January 2, 2007

We are pleased to submit this proposal for Professional Services for the preparation of plans for the improvement of the intersection of Blue Heron Boulevard and Congress Avenue. The project limits are from approximately 1200 feet west of Congress Avenue to 1200 feet east of Congress Avenue on Blue Heron Boulevard and from 500 feet south of Blue Heron Boulevard to Blue Heron Boulevard on Congress Avenue. The total length of the project is approximately 2900 linear feet or 0.55 miles.

Contact:

Henry Deibel

Phone:

561-697-7075

Email:

hdeibel@arcadis-us.com

As discussed during our meeting of June 6, 2006, the improvements to the intersection will consist of the following:

Our ref:

West Approach:

- Dual left turn lanes
- 3 thru lanes (each direction)
- Single right turn lane

East Approach:

- Dual left turn lanes
- 3 thru lanes (each direction)
- Single right turn lane

South Approach:

- Dual left turn lanes
- 2 thru lanes (each direction)
- Single right turn lane

Imagine the result

Mr. David Young, P.E.
January 2, 2007

The south approach dual left turn lanes will be designed by others during the Phase 1 improvement project. ARCADIS scope of services will consist of widening of the south approach to provide for a minimum 30 feet of pavement to accept the dual left turn lanes from Blue Heron Boulevard.

The following plan sheets will be prepared for this project:

- Cover Sheet
- Drainage Maps
- Typical Sections
- Details
- Quantities and General Notes
- Plan Sheets
- Drainage Structure Sheets
- Cross Sections
- Signage and Pavement Markings
- Traffic Signal Plans
- Conceptual Traffic Control Plans
- Lighting Photometric Plans
- Landscape Plans
- Irrigation Plans

ARCADIS will minimize right of way taking from the Broadmoore Apartment site.

A traffic signal plan will be prepared for the project. The signal will be a mast arm design.

A Phase 1 Site Assessment Report will be prepared for the project. The Phase 1 Site Assessment will consist of a review of available information relative to potentially contaminated sites within the vicinity of the project, field reviews of proposed areas where right of way will be acquired, and the preparation of a report on our findings. The preparation of a Level II Contamination Assessment (if required) will be performed on an extra work basis.

Photometric lighting plan will be prepared for Blue Heron Boulevard. The lighting plan will consist of a photometric lighting analysis and a preliminary lighting layout for the project. A Lighting Justification Report will be prepared as an optional service if requested by Palm Beach County.

Landscape and irrigation plans will be prepared for the project. The landscape and irrigation plans will detail the proposed plantings for the project. Landscape and irrigation plans will be prepared for the roadway fronting the Congress Park, Walgreens, and Post Office properties.

Conceptual Traffic Control plans will be prepared for the project. The traffic control plans will consist of a Traffic Control Plans and details. The traffic control plans shall

Mr. David Young, P.E.
January 2, 2007

including phasing plans, and will detail the location and placement of barricades and signage.

A Level II Community Awareness Plan will be prepared for the project. The Community Awareness plan will consist of the preparation of a Community Awareness Plan, the preparation and mailing of two flyers describing the project, and the scheduling of a public information workshop meeting. ARCADIS will arrange for the workshop meeting to be advertised two times in the Palm Beach Post.

The following plan sheets will be prepared as an OPTIONAL SERVICE:

- Drainage Trunkline Improvement Plans

ARCADIS will investigate the capacity of the existing storm water drainage trunkline within the project limits. If it is determined that the existing system does not have adequate capacity to accommodate the proposed improvements, plans will be prepared detailing the necessary drainage trunkline improvements. The plans will consist of plan and profile sheet, summary of drainage structure sheets, and drainage structure sheets.

An FDOT permit application package will be required for the project. ARCADIS will prepare the following documents for review and approval by the FDOT:

- Pavement Design Report
- Typical Section Package
- Design variation request (for border width)
- Community Awareness Plan
- Access Driveway Permit application

A SFWMD permit will be required for the project. ARCADIS will prepare and submit an application to the SFWMD for the project.

A subsurface Geotechnical Engineering study will be performed for the project. The geotechnical engineering report will consist of obtaining and analyzing 4 soil borings and 2 pavement cores within the project limits.

A field survey exists for the project. The limits of the field survey do not extend far enough east and west along Blue Heron Boulevard for the final design of the project. ARCADIS will supplement this field survey with additional topographic and location survey data. The survey limits will extend an additional 200 feet east and west of the current survey limits. In addition, additional field survey data will be obtained along the south side of Blue Heron Boulevard at the Congress Park site, to provide for a 100 foot wide survey band width along the length of the proposed right turn lane.

Mr. David Young, P.E.
January 2, 2007

Sketch and legal descriptions will be prepared utilizing the FDOT format. It is anticipated that ten (10) right of way parcels and ten (10) temporary construction easements will be required.

We thank you for the opportunity to submit this proposal, and look forward to working with Palm Beach County towards the successful completion of this project.

Sincerely,

ARCADIS G&M, Inc.



Henry W. Deibel, Jr., P.E.
Associate Vice President

Copies:

Maroun Azzi, P.E.

Florida License
Numbers:

Engineering
EB00007917

Geology
GB310

Landscape
Architecture
LC26000269.

Surveying
LB7062

EXHIBIT "B"

ARCADIS
ESTIMATE OF WORK EFFORT FOR ENGINEERING
BLUE HERON BOULEVARD / CONGRESS AVENUE
INTERSECTION IMPROVEMENTS

Total Contract Cost Computations	\$	62,587.90
Total Activity Salary Costs		
(a) Overhead Additives:		
(a1) Combined OH Percent		164.00%
(a2) Combined OH Cost	\$	102,644.16
Subtotal (Salary + Overhead)	\$	165,232.06
(b) Operating Margin Percent		12.00%
(b) Operating Margin Cost	\$	19,827.85
Subtotal (Salary Related Cost)	\$	185,059.90
Subtotal (Cost Elements of Basic Activities)	\$	185,059.90
TOTAL BASIC SERVICES	\$	185,059.90

REIMBURSABLE ITEMS (Limiting Amount)

Survey (Kathleen Hall)	\$	7,375.00
Geotechnical Engineering (TIERRA)	\$	25,189.00
Preliminary Street Lighting (Erdman Anthony)	\$	8,773.84
Landscape & Irrigation (Roy-Fisher)	\$	18,753.50
Sketch and Legal Descriptions (Hall) (20@\$400.00/parcel)	\$	8,000.00
Utility Pothole Survey(Hall)(16 hrs @\$110.00/hr)	\$	1,760.00
Permit Fees	\$	2,000.00
Postage for CAP Mailing & Newspaper Advertisement	\$	3,000.00
Mounting for Display Boards	\$	250.00
TOTAL REIMBURSABLE ITEMS	\$	75,101.34

Optional Services (N.T.E.)

Construction Services(ARCADIS)	\$	3,873.41
Construction Services(Roy-Fisher)	\$	4,420.00
Drainage Trunkline Design (ARCADIS)	\$	16,903.73
Drainage Trunkline Survey (Hall)	\$	5,640.00
Lighting Justification Report (Erdman Anthony)	\$	1,266.00
TOTAL OPTIONAL SERVICES	\$	32,103.14

LUMP SUM =	\$	292,264.38
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ARCADIS
ESTIMATE OF WORK EFFORT FOR ENGINEERING
BLUE HERON BOULEVARD / CONGRESS AVENUE
INTERSECTION IMPROVEMENTS
PALM BEACH COUNTY PROJECT NUMBER

	PROJECT MANAGER		PROJECT ENGINEER		SR. CADD OPERATOR		ACTIVITY TOTAL
	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS
DESIGN ANALYSIS	106.0	\$ 44.50	125.0	\$ 33.65	95.0	\$ 21.00	326.0
DRAINAGE ANALYSIS	15.0	\$ 44.50	115.0	\$ 33.65	38.0	\$ 21.00	168.0
ROADWAY PLANS	194.0	\$ 44.50	451.0	\$ 33.65	329.0	\$ 21.00	974.0
UTILITIES	-	\$ 44.50	30.0	\$ 33.65	-	\$ 21.00	30.0
PERMITTING	56.0	\$ 44.50	64.0	\$ 33.65	48.0	\$ 21.00	168.0
SIGNAL PLANS	29.0	\$ 44.50	66.0	\$ 33.65	89.0	\$ 21.00	184.0
SIGNING & PAVEMENT MARKING PLANS	17.0	\$ 44.50	45.0	\$ 33.65	62.0	\$ 21.00	124.0
TOTALS	417.0	\$ 18,556.00	896.0	\$ 30,150.40	661.0	\$ 13,881.00	1,974.0

DESIGN ANALYSIS	\$ 4,717.00	\$ 4,206.25	\$ 1,995.00
DRAINAGE ANALYSIS	\$ 667.50	\$ 3,869.75	\$ 798.00
ROADWAY PLANS	\$ 8,633.00	\$ 15,176.15	\$ 6,909.00
UTILITIES	\$ -	\$ 1,009.50	\$ -
PERMITTING	\$ 2,492.00	\$ 2,153.60	\$ 1,008.00
SIGNAL PLANS	\$ 1,290.50	\$ 2,220.90	\$ 1,869.00
SIGNING & PAVEMENT MARKING PLANS	\$ 756.50	\$ 1,514.25	\$ 1,302.00
TOTALS	\$ 18,556.50	\$ 30,150.40	\$ 13,881.00

	BY ACTIVITY	COST FOR ACTIVITY	HOURLY RATE
DESIGN ANALYSIS	326.0	\$ 10,918.25	33.49
DRAINAGE ANALYSIS	168.0	\$ 5,335.25	31.76
ROADWAY PLANS	974.0	\$ 30,718.15	31.54
UTILITIES	30.0	\$ 1,009.50	33.65
PERMITTING	168.0	\$ 5,653.60	33.65
SIGNAL PLANS	184.0	\$ 5,380.40	29.24
SIGNING & PAVEMENT MARKING PLANS	124.0	\$ 3,572.75	28.81
TOTALS	1,974.0	\$ 62,587.90	\$37.71

Average per hour

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 1 - DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Typical Section Package	L.S.	3	10	3	30	6.0	9.0	15.0	
2. Master Plan with Geometrics	L.S.	1	80	1	80	4.0	16.0	60.0	
3. Alternative alignment to avoid Broadmoore Apts.	L.S.	1	40		40	20.0		20.0	
4. Traffic Analysis	L.S.				0				
5. Pavement Design Package	L.S.	1	40		40	8.0	32.0		
6. FDOT Conceptual approval	L.S.	1	16		16	8.0	8.0		
7. Community Awareness Plan	L.S.	1	60		60	24.0	36.0		
8. Public Workshop Meeting	L.S.	1	8		8	8.0			
9. Design Variation Request	L.S.	1	24		24	4.0	20.0		
10. C.E.S. / Summary of Pay Items	L.S.				0				
11. Special Provisions	L.S.				0				
SUBTOTAL THIS SHEET					298	82	121	95	

HIGHWAY TASK LIST

ACTIVITY: A ROADWAY PLANS PACKAGE

SUBACTIVITY: 1 - DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
12 Quality Control	0%	1			0				
13 Supervision	0%	1			0				
14 Field Reviews	EA	1	8		8	4.0	4.0		
15 Progress Meetings	EA	3	4		12	12.0			WITH PBCo.
16 Progress Meetings	EA	2	4		8	8.0			With FDOT
SUBTOTAL THIS SHEET					28	24	4	0	
TOTAL SUBACTIVITY 1					326	106	125	99	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 2 - DRAINAGE DESIGN & ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Design of Cross Drains	Ea.	8	2		16	2.0	14.0		
2. Drainage Maps	Sheet	2	24		48	2.0	8.0	38.0	
3. Design of Outfall Ditches	Ea.				0				
4. Interchange Drainage Design	Ea.				0				
5. Design of Storm Sewers	Ea.	9	8		72	8.0	64.0		
6. Design of Stormwater Retention / Detention Fac.	Ea.	1	16		16	1.0	15.0		Exfiltration trench
7. Design of Special Drainage Systems	L.S.				0				
8. Preparation of Bridge Hydraulics Report	Ea.				0				
9. Drainage Design Report	L.S.	1	16		16	2.0	14.0		
10. Investigate Outfall Requirements	L.S.				0				
11. Pond Siting Report	L.S.				0				
SUBTOTAL THIS SHEET					168	15	115	38	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 2 - DRAINAGE DESIGN & ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
10. Quality Control	0%				0				
11. Supervision	0%				0				
12. Field Reviews	Ea.				0				
13. Progress Meetings	Ea.				0				
SUBTOTAL THIS SHEET					0	0	0	0	
TOTAL					168	15	117	38	

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	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Key Map	Sheet	1	8	1	8	2.0	2.0	4.0	
2. Typical Section & Notes	Sheet	5	8	5	40	4.0	16.0	20.0	
3. Summary of Quantities	Each	1	16	1	16		8.0	8.0	
4. Plans	Sheet	6	45	6	270	54.0	81.0	135.0	
5. Plateau Intersection Details	Each	1	40		40	4.0	16.0	20.0	
6. Intersection Profiles	Sheet	2	16	2	32	4.0	12.0	16.0	
7. LWDD Canal relocation plans	Sheet				0				
8. Drainage Structure Sheets	Sheet	3	16	3	48	4.0	20.0	24.0	
9. Miscellaneous Construction Details	L.S.	2	16	2	32	2.0	14.0	16.0	
10. Summary of Drainage Structures	Sheet				0				
11. Cross-Sections	Ea.	29	4	10	116	24.0	34.0	58.0	
12. Baseline Control	Sheet	1	8	1	8		4.0	4.0	
13 Cost Estimates	Each	3	8	3	24	6.0	18.0		
SUBTOTAL THIS SHEET					634	104	225	305	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 4- UTILITIES / RAILROADS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Initial Contact	Ea.	1	8		8		8.0		
2. Prepare Utility Adjustment Sheets	Sheet				0				
3. Coordination with Utility Companies	Ea.	1	8		8		8.0		
4. Utility Pothole Meeting	Ea.	1	8		8		8.0		
5. Final Utility Meeting	Ea.	1	4		4		4.0		
6 Pre Work Meeting	Ea.	1	2		2		2.0		
SUBTOTAL THIS SHEET					30	0	30	0	
6. Quality Control	0%				0				
7. Supervision	0%				0				
8. Utility Meetings									
TOTAL					30	0	30	0	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 5 - ENV. SERVICES / PERMITS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Preliminary Field Review	L.S.				0				
2. Agency Coordination (Includes all Phases)	L.S.	1	16		16	4.0	12.0		
3. Phase I Environmental Audit	L.S.	1	80		80	40.0		40.0	Phase 1 Assessment
4. Agency Field Review	L.S.				0				
5. Prepare Wetland Resource / Dredge & Fill Permit Application	L.S.				0				
6. Prepare Stormwater Mgmt. & Surface Water Permit Application (MSSW)	L.S.	1	24		24	4.0	12.0	8.0	
7. Prepare Coast Guard Navigation Permit Application	L.S.				0				
8. Prepare FDOT Permit Application	L.S.	1	24		24	4.0	20.0		
9. Process FDOT Permit/answer RAI's	L.S.	1	24		24	4.0	20.0		
10. Prepare USACOE Permits	L.S.				0				
11. Mitigation Coordination and Meetings	L.S.				0				
SUBTOTAL THIS SHEET					168	56	64	48	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 5 - ENV. SERVICES / PERMITS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
12. Mitigation Design	L.S.				0				N/A
13. Mitigation Plans (Includes all Phases)	Sheet				0				N/A
SUBTOTAL THIS SHEET					0	0	0	0	
14. Quality Control	0%				0				
15. Supervision	0%				0				
TOTAL					168	56	64	48	

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 6 - SIGNAL PLANS

	TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1	Traffic Data Analysis	Intersection	1	8	1	8	2.0	2.0	4.0	
2	System Timings	Intersection	1	8		8	2.0	2.0	4.0	
3	Signal Plans	Intersection	1	90		90	16.0	22.0	52.0	
4	Interconnect Plans	Intersection	1	16	1	16	2.0	6.0	8.0	
5	Signage	Intersection	1	8		8	1.0	3.0	4.0	
6	Pole Structural / Elevation Analysis	Intersection	1	18		18	1.0	8.0	9.0	
7	Quantity Computations	Intersection	1	16	1	16	1.0	7.0	8.0	
8	Cost Estimate	Intersection	3	4	3	12		12.0		
	FDOT Coordination	Intersection	1	8		8	4.0	4.0		
	SUBTOTAL THIS SHEET					184	29.0	66.0	89.0	
	TOTAL					184	29.0	66.0	89.0	

HIGHWAY TASK LIST

ACTIVITY: B. SIGNING & PAVEMENT MARKINGS

SUBACTIVITY: NONE

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Key Sheet	Sheet	1	4	1	4	1	1	2	
2. General Notes	Sheet				0				
3. Tabulation of Quantities	Sheet				0				
4. Plan Sheets	Sheet	6	20	6	120	16	44	60	
5. Guide Sign Worksheet	EA				0				
6. Cross-Sections & Layout	EA				0				
7. Special Marking Details	EA				0				
8. Sign Details	Sheet				0				
9. Metal / Concrete Pole Details	EA				0				
10. Service Point Details	EA				0				
11. C.E.S. / Summary of Pay Items	L.S.				0				
12. Special Provisions	L.S.				0				
SUBTOTAL					124	17	45	62	

ACTIVITY: B.SIGNING & PAVEMENT MARKINGS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
13. Quality Control	0%				0				
14. Supervision	0%				0				
15. Field Review	0%				0				
16. Progress Meeting	0%				0				
TOTAL					124	17	45	62	

KATHLEEN L. HALL LAND SURVEYING, INC.
5499 N. Federal Highway
Suite N
Boca Raton, Fl. 33487
Tel.(561)443-0426 Fax.(561)443-0429
e-mail: hall4103@bellsouth.net

June 19, 2006

Fax. (561)697-7751

Mr. Hank Delbel, P.E.
ARCADIS
2081 Vista Parkway
West Palm Beach, Fl. 33411

RE: **PROPOSAL**
Blue Heron/Congress

Dear Hank:

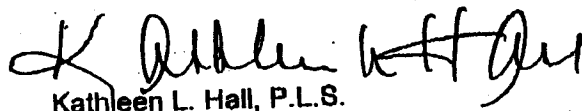
The following proposal is submitted per your request:

SCOPE OF SERVICES

Engineering Survey including items in Survey Checklist received
June 19, 2006 from client.

Fee: **\$7,375.00**

Yours truly,
KATHLEEN L. HALL LAND SURVEYING, INC.


Kathleen L. Hall, P.L.S.
President

**HOURLY BREAKDOWN
BLUE HERON/CONGRESS**

TASK	FIELD	CADD	PLS
RE-ESTABLISH & EXTEND BASELINE	10 HRS	2 HRS	2 HRS
TOPOGRAPHY	24 HRS	12 HRS	5 HRS
CROSS SECTIONS	10 HRS	3 HRS	2 HRS
RE-ESTABLISH BENCHMARKS	4 HRS	0 HRS	2 HRS
TOTAL HOURS	48 HRS	17 HRS	11 HRS
HOURLY RATE	<u>\$110/HR</u>	<u>\$65/HR</u>	<u>\$90/HR</u>
TOTAL FEE	✓ \$5,280.00	✓ \$1,105.00	✓ \$990.00

01/26/2007 15:03 FAX 561 687 8570

TIERRA

002/005



Revised August 25, 2006
July 7, 2006

ARCADIS
2081 Vista Parkway
West Palm Beach, Florida 33411

Attention: Mr. Hank Deibel, Jr. P.E.

Re: Proposal for Geotechnical Services
Congress Avenue and Blue Heron Boulevard Intersection Improvement
Riviera Beach, Florida
TIERRA Proposal No. 0606-208

Dear Hank:

TIERRA, Inc. is pleased to submit this proposal for providing a subsurface exploration at the site of the proposed intersection improvement at Congress Avenue and Blue Heron Boulevard. This proposal includes a summary of our understanding of the project, an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

To explore the subsurface conditions along the proposed improvement, we have been requested to drill four (4) soil borings to a depth of 6 feet, two BHP Tests and two (2) Pavement cores. The borings will be performed in accordance with PBC/FDOT standards. Additionally, we have been requested to perform 6 SPT borings for the proposed mast arm structures.

Prior to drilling at the project site, TIERRA will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. TIERRA will recommend a utility line locating service upon request.

Upon completion of the field exploration, laboratory testing and visual classifications will be performed on selected samples.

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, a discussion of the site and subsurface

ARCADIS
Proposal No. 0606-208

2

conditions, recommendations for pavement design, foundation design for signal structures and a discussion of some construction considerations.

ESTIMATED COST

It is proposed that the fee for the performance of the services outlined above be determined on a unit price basis in accordance with the attached Fee Schedule, and that the work be performed pursuant to the TIERRA General Conditions enclosed herewith and incorporated into this proposal. On the basis of the estimated quantities, it is estimated that the total fee will be approximately \$25,189.00. ✓


SCHEDULE AND AUTHORIZATION

TIERRA will proceed with the work after receipt of a signed copy of this proposal. With our present drilling schedule, we can commence work within several days of project approval (weather permitting) and fieldwork will take three weeks to complete. The written report can be submitted about three weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TIERRA appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA, INC.


Raj Krishnasamy, P.E.
Vice President
Florida Registration No. 53567

AUTHORIZED BY	INVOICE TO
Name:	Firm:
Title:	Name:
Date:	Address:

ATTACHMENT 1
FEE BREAKDOWN

I. <u>Field Exploration</u>	
Mobilization, Lump Sum	\$300.00
Utility Clearance/Boring Layout/MOT Estimate 10 hours @ \$55/hr	\$550.00
FDOT Permit, 8 hours @ \$55/hr	\$440.00
Soil Borings, Estimated, 24 feet @ \$8.50/ft	\$204.00
Pavement Cores, 2 @ \$50.00 each	\$100.00
Coring Machine, Lump Sum	\$250.00
MOT, Lump Sum	<u>\$800.00</u>
Subtotal - Field Exploration:	✓ <u>\$2,644.00</u>
II. <u>Laboratory Testing</u>	
Visual Classification, 2 hours @ \$65/hr	\$130.00
Organic Content Tests, 2 @ \$45/each	\$90.00
Grain Size Analysis, 2 @ \$60/each	<u>\$120.00</u>
Subtotal - Laboratory Testing:	✓ <u>\$340.00</u>
III. <u>Office Engineering, Evaluation and Reporting</u>	
Principal Engineer, P.E. Estimate 2 hour @ \$125.00/hour	\$250.00
Project Geotechnical Engineer, P.E. Estimate 12 hours @ \$100.00/hour	\$1,200.00
Technical Drafting Estimate 4 hours @ \$55.00/hour	<u>\$220.00</u>
Subtotal - Office Engineering, etc.:	✓ <u>\$1,670.00</u>
	✓ <u>\$4,654.00</u>

ADDITIONAL SERVICES

<u>Pavement Design</u>	
Estimated 48 Hours @ \$125.00/hr	✓ 1 <u>\$6,000.00</u>
Mast arm Soil Borings (6 @ 35 feet), Lump Sum	
Mobilization, Lump Sum	\$300.00
Utility Clearance/MOT, 10 hr @ \$55.00/hr	\$550.00
SPT Boring, 210 ft @ \$11.00/ft	\$2,310.00

01/26/2007 15:04 FAX 561 687 8570

TIERRA

005/005

ARCADIS
Proposal No. 0606-208

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Casing, 90 ft @ \$6.00/ft	\$540.00
Grouting, 210 ft @ \$5.00/ft	\$1,050.00
MOT, 2 Days @ \$800/day	\$1,600.00
Corrosion Test, 3 @ \$150 each	\$450.00
Principal Engineer, 4 hr @ \$125/hr	\$500.00
Project Engineer, 30 hr @ \$100/hr	\$3,000.00
Technical Drafting, 6 hr @ \$55/hr	\$330.00
	✓ <u>\$10,630.00</u>

Signal Foundation Design, Lump Sum

Principal Engineer, 11 hr @ \$125/hr	\$1,375.00
Project Engineer, 12 hr @ \$100/hr	\$1,200.00
Drafting, 6 @ \$55/hr	\$330.00
	✓ <u>\$2,905.00</u>

Borehole Permeability tests, estimate 2 tests, Lumpsum

Mobilization, Lump Sum	\$300.00
Permeability Tests, 2 @ \$275/test	\$550.00
Report, Project Engineer, 1.5 hr @ \$100/hr	\$150.00
	✓ <u>\$1,000.00</u>
PROJECT TOTAL	✓ <u>\$25,189.00</u>



December 20, 2006

Via fax 561-697-7751

Mr. Hank Deibel, PE
ARCADIS
2081 Vista Parkway
West Palm Beach, Florida 33411

**SUBJECT: Blue Heron Boulevard at Congress Avenue
Palm Beach County, Florida**

Dear Mr. Deibel:

Based on our discussion, we understand that you are designing roadway improvements to Blue Heron Boulevard in the vicinity of Congress Avenue, including the installation of street lights within the limits of your project. We also understand that you are designing this 1,900 foot long project for Palm Beach County (COUNTY). The roadway is already lit; however, the right of way acquisition will require relocation of all the utility poles on the south side of the street. The right of way acquisition is limited to the south side of the street and therefore, only the south side of the street will require lighting. Erdman Anthony of Florida, Inc. is pleased to present this proposal for professional services regarding the lighting analysis and preliminary lighting plans for the above referenced project. The services to be provided under this agreement are as follows:

Erdman Anthony of Florida, Inc. (The CONSULTANT) will provide professional engineering services to ARCADIS (the CLIENT) for the preliminary design of a street lighting layout using GE's Aladan program, version 2002.2.1 or later. The specific scope of services to be provided by the CONSULTANT include the following:

1. CONSULTANT will review the documents provided by the CLIENT to assess the existing and proposed typical section configurations, any existing overhead or underground utilities, existing driveway locations, existing landscaping and any existing lighting within or adjacent to the project.
2. CONSULTANT will perform a field review of the project to note the existing typical section configuration, any existing overhead utilities, existing driveways, existing landscaping and existing lighting within or adjacent to the project. Coordination of the lighting system with the proposed roadway design will also be performed with the firm performing the proposed roadway design.
3. CONSULTANT will coordinate with the owners of the existing utility poles regarding the suitability of the existing poles to be fitted with street lights and the availability of electric service for street lights. A field meeting may be included as a part of this coordination effort.

Hank Deible, PE
Re: Blue Heron Blvd.
December 20, 2006
Page 2 of 4

4. CONSULTANT will conduct a photometric lighting analysis the typical section using the GE Aladan program to determine a suitable design that includes criteria for the following:
 - mounting height
 - light fixture placement (bracket arm length in conjunction with the pole setback)
 - light fixture equipment (wattage, cut-off features, IES curve, etc.)
 - light pole spacing
 - lighting criteria (initial illumination, uniformity ratios)Copies of the Aladan results will be provided to the CLIENT.
5. CONSULTANT will prepare a preliminary lighting layout that will include the placement of the proposed lights and light poles so that they conform with the CLIENT lighting criteria and avoid major impacts to existing facilities including overhead utilities, underground utilities or drainage, driveways, and entry features.
6. Preliminary design meetings and progress meetings will be held with the CLIENT to review the results of the photometric analysis and the general layout of the street lighting system being proposed.
7. The CONSULTANT will prepare preliminary plans indicating the general location of proposed street lights. These will be prepared on proposed roadway plans provided by the CLIENT that will be used as base maps. The plans will only include general pole and service point locations, indicating spacing and/or stationing and offset from the baseline or centerline, as well as, luminary size and mounting height. The CONSULTANT will provide the complete plans to the CLIENT in MicroStation format suitable for submittal to the COUNTY. The plans shall include a summary of the design, indicating the number and type of poles; number, type and size of luminaries; and size of bracket. The project drawings are expected to consist of the following sheets:

Estimated Sheet Count for Preliminary Street Lighting Layout

Sheet No.	Drawing No.	Description
1	L-1	Cover Sheet (Title & Vicinity Map)
2	L-2	Pole Data Table, Legend, Details
3	L-3 to L-6	Preliminary Lighting Plan Sheets

As an optional service, a Lighting Justification Report (LJR) can be provided. The LJR will address the warrants for lighting based on the AASHTO and Florida Green Book criteria. The LJR will not include a cost benefit analysis, or analysis of existing or anticipated night time crashes.

Hank Deible, PE
Re: Blue Heron Blvd.
December 20, 2006
Page 3 of 4

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Task and associated fee. Changes and/or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. One typical section will be applicable for the entire project length. The CONSULTANT will also consider the non-typical area in the expanded intersection with left and right turn lanes.
2. Land survey, justification, cost estimates, community involvement, permitting, right-of-way acquisition and final design (voltage drop calculations, design of conductors, design of service points, etc.) are not required.
3. Plans for the existing roadway (paper and electronic copies) will be provided by the CLIENT showing the roadway typical section, driveways, utilities, and landscaping.
4. Plans or information (if available) for any existing lighting adjacent to the project will be provided by the CLIENT for coordination and continuity.
5. The plans will be prepared by the CONSULTANT on 11" x 17" sheets at 1"=40' scale with approximately 600 feet of roadway shown on each sheet.
6. Analysis of the north side of the street to confirm that the existing lights adequately light the west bound lanes is also included.


Compensation shall be a lump sum amount of \$8,773.84 as shown on the estimate of work effort attached. All plans and reports prepared by Erdman Anthony under this agreement will be in sufficient detail for review by the governing agencies, although we can not guarantee that permits or approvals will be issued. Hourly services and any services requested in addition to this contract will be charged based on the attached hourly rate schedule. Hourly services may show a Budgeted Amount; this is not a maximum fee, it is an estimate for budgeting purposes that is based on our best estimate of the effort required. However, those tasks are not under our control and additional charges will apply if those budgets are exceeded. We will keep you advised about the status of the budgeted amounts on each monthly invoice and alert you to any items approaching the budget limit. Our hourly rate schedules are updated every six to twelve months. You will be notified of any increases in the hourly rates by mail at least 30 days prior to the increases.

Hank Deible, PE
Re: Blue Heron Blvd.
December 20, 2006
Page 4 of 4

This proposal and attached STANDARD CONTRACT TERMS AND CONDITIONS, dated January 2006, are intended to represent the entire contractual relationship between our firms. Carefully review our Standard Contract Terms and Conditions and contact me with any questions or concerns that you may have. If you concur with and accept the provisions of this proposal and our Standard Contract Terms and Conditions, please have an authorized representative sign this proposal in the space provided, and this proposal and attached Standard Contract Terms and Conditions shall become an executed Contract between us. Receipt of an original signed copy of this Contract, together with the retainer delineated above, shall constitute Erdman Anthony's Authorization to Proceed with the work. This proposal is valid only if signed within 90 days of the date of this letter. Two sets of documents are provided for your use.

Sincerely,

ERDMAN ANTHONY OF FLORIDA, INC.


Dana I. Gillette, PE, PSM
Principal Associate

Accepted for _____ by:

SIGNATURE: _____

NAME (PRINTED): _____

TITLE: _____

DATE: _____

DIG/km
Enclosures
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ERDMAN
ANTHONY 



Project Name: Blue Heron Blvd.
Location: at Congress Avenue
Project Length: 0.35 miles
Date: 6-Nov-06

MANHOURS ESTIMATE

PRICE

Category / Item	Basis of Estimate	No. of Units	No of Sheets	Manhours per Unit	Total Manhours	Project Manager	Engineer	Engineering Technician	Price
						\$140.00	\$115.00	\$85.00	
STREET LIGHTING									
1. Review Documents	LS	1	0	6	6	0.60	3.00	2.4	✓ \$633.00
2. Site Visits	LS	1	0	3	3	3.00	0.00	0	✓ \$420.00
3. Coordinate with FPL	LS	1	0	8	8	4.00	4.00	0	✓ \$1,020.00
4. Photometric analysis	EA	2	0	6	12	1.20	6.00	4.8	✓ \$1,266.00
5. Design location of proposed lights	Sheet	4	0	2	8	0.80	4.00	3.2	✓ \$844.00
6. Progress Meeting	EA	2	0	3	6	6.00	0.00	0	✓ \$840.00
7. Preliminary Plans									\$0.00
Key Sheet	Sheet	1	1	4	4	0.40	0.40	3.20	✓ \$374.00
Pole Data Table, Legend, Details	Sheet	1	1	12	12	1.20	3.60	7.20	✓ \$1,194.00
Plan Sheets (CADD)	Sheet	4	4	4	16	1.60	1.60	12.80	✓ \$1,496.00
8. Coordination (distribute, document, etc.)	LS	1	0	4	4	0.40	3.60	0.00	✓ \$470.00
EXPENSES									✓ \$216.84
Lighting Totals			6		79	✓ 19.2	✓ 26.2	✓ 33.6	✓ \$8,773.84
						2,688.00	3,013.00	2,954.00	
OPTIONAL SERVICE									
9. Lighting Justification Report	EA	1	0	12	✓ 12	1.20	6.00	4.8	✓ \$1,266.00

Optional Service

EXPENSES

Submittal:	Size	No. of Sheets	Total	Cost per	Total Cost
		Sets per Set	Units	unit	
Photometric Analysis	8.5"x11"	3 10	30	\$0.07	✓ \$2.10
Correspondance	8.5"x11"	1 n/a	50	\$0.07	✓ \$3.50
Plans for review	11"x17"	8 6	48	\$0.14	✓ \$6.72
Plans for submittal	11"x17"	3 6	18	\$0.14	✓ \$2.52
Myllars for submittal	not anticipate	0	0	\$5.00	✓ \$0.00
Travel	n/a	n/a n/a	284	\$0.50	✓ \$142.00
Overnight Shipping	n/a	n/a n/a	3	\$20.00	✓ \$60.00
Total					✓ \$216.84

PROJECT WORK SCHEDULE

Description	Duration	Estimated Completion	
		Estimated Start Date	Completion Date
Notice to proceed	0 weeks	2/1/07	2/1/07
Research and site visit	2 weeks	2/1/07	2/15/07
Coordinate with FPL	4 weeks	2/15/07	3/15/07
Photometric analysis	2 weeks	3/15/07	3/29/07
Progress meeting	1 weeks	3/29/07	4/5/07
Preliminary plans	2 weeks	3/29/07	4/12/07
Progress meeting	1 weeks	4/12/07	4/19/07
Respond to PBC comments	2 weeks	4/19/07	5/3/07
Submit final plans	1 weeks	5/3/07	5/10/07
Total	14 weeks	2/1/07	5/10/07

ARCADIS
ESTIMATE OF WORK EFFORT FOR ENGINEERING
BLUE HERON BOULEVARD / CONGRESS AVENUE
INTERSECTION IMPROVEMENTS
CONSTRUCTION SERVICES

DRAINAGE TRUNKLINE IMPROVEMENTS	
Total Contract Cost Computations	\$ 1,310.00
Total Activity Salary Costs	
(a) Overhead Additives:	
(a1) Combined OH Percent	164.00%
(a2) Combined OH Cost	\$ 2,148.40
Subtotal (Salary + Overhead)	\$ 3,458.40
(b) Operating Margin Percent	12.00%
(b) Operating Margin Cost	\$ 415.01
Subtotal (Salary Related Cost)	\$ 3,873.41

TOTAL OPTIONAL SERVICES \$ 3,873.41

ARCADIS
ESTIMATE OF WORK EFFORT FOR ENGINEERING
BLUE HERON BOULEVARD / CONGRESS AVENUE
INTERSECTION IMPROVEMENTS
CONSTRUCTION SERVICES

	PROJECT MANAGER		PROJECT ENGINEER		SR. CADD OPERATOR		ACTIVITY TOTAL
	MAN	HOURLY	MAN	HOURLY	MAN	HOURLY	MAN
	HOURS	RATE	HOURS	RATE	HOURS	RATE	HOURS
DESIGN ANALYSIS	-	\$ 44.50	-	\$ 33.65	-	\$ 21.00	-
DRAINAGE ANALYSIS	-	\$ 44.50	-	\$ 33.65	-	\$ 21.00	-
ROADWAY PLANS	-	\$ 44.50	-	\$ 33.65	-	\$ 21.00	-
UTILITIES	-	\$ 44.50	-	\$ 33.65	-	\$ 21.00	-
PERMITTING	-	\$ 44.50	-	\$ 33.65	-	\$ 21.00	-
SIGNAL PLANS	-	\$ 44.50	-	\$ 33.65	-	\$ 21.00	-
CONSTRUCTION SERVICES	20.0	\$ 44.50	-	\$ 33.65	20.0	\$ 21.00	40.0
TOTALS	20.0	\$ 890.00	-	\$ -	20.0	\$ 420.00	40.0

DESIGN ANALYSIS		\$ -		\$ -		\$ -	
DRAINAGE ANALYSIS		\$ -		\$ -		\$ -	
ROADWAY PLANS		\$ -		\$ -		\$ -	
UTILITIES		\$ -		\$ -		\$ -	
PERMITTING		\$ -		\$ -		\$ -	
SIGNAL PLANS		\$ -		\$ -		\$ -	
CONSTRUCTION SERVICES		\$ 890.00		\$ -		\$ 420.00	
TOTALS		\$ 890.00		\$ -		\$ 420.00	\$ 1,310.00

	BY ACTIVITY	COST FOR ACTIVITY	HOURLY RATE
DESIGN ANALYSIS	-	\$ -	#DIV/0!
DRAINAGE ANALYSIS	-	\$ -	#DIV/0!
ROADWAY PLANS	-	\$ -	#DIV/0!
UTILITIES	-	\$ -	#DIV/0!
PERMITTING	-	\$ -	#DIV/0!
SIGNAL PLANS	-	\$ -	#DIV/0!
CONSTRUCTION SERVICES	40.0	\$ 1,310.00	32.75
TOTALS	✓ 40.0	✓ 1,310.00	\$32.75 Average per hour

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 6 - CONSTRUCTION SERVICES

	TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	ENGINEERING TECH	REMARKS
1	Construction Services		1	40		40	20.0		20.0	If Requested
						.				
						0				
						0				
						0				
						0				
						0				
						0				
						0				
	SUBTOTAL THIS SHEET					40	20.0	0.0	20.0	
	TOTAL					40	20.0	0.0	20.0	

Date: 12-06-2006

Blue Heron & Congress Ave. Intersection

Job Number: 0611088
City of West Palm Beach, Florida

Roy-Fisher Associates, Inc.

381 Tequesta Drive
Tequesta, FL 33469
Tel: 561-747-3462
Fax: 561-747-0281
Website: www.roy-fisher.com

PROJECT DESCRIPTION: Provide existing site and vegetation documentation, Configure and Tailor Planting Plans, Demo and Transplant Plans in accordance with County or City Jurisdictions. Coordinate and Design Irrigation Renovations or New System to provide 100% coverage to new plantings at Median, Warehouse, Post office, and Walgreens. Provide Construction Admin, Substantial, and Final Project Certification.

Services Provided	Principal	Sr. Landscape	Professional Staff	Technical Staff	Total Hours	Total Cost
Hourly Rate	\$130.00	\$100.00	\$85.00	\$65.00		
Orientation Activities						
Meeting	4		4		8	\$ 860.00
Site Visit			8		8	\$ 680.00
Coordination with Surveyor			4		4	\$ 340.00
Base Plan				20	20	\$ 1,300.00
Review by Senior Staff	4		1,360.00	1,300.00	4	\$ 520.00
	1,040.00	-	Total Hour Allowance for Orientation Activities		44	\$ 3,700.00
Preliminary Design						
Preliminary Plan			6	12	18	\$ 1,290.00
Sketches					0	\$ -
Cost Estimate			4		4	\$ 340.00
Meeting	4		4		8	\$ 860.00
Material Selections					0	\$ -
Rendered Plan and Elevations					0	\$ -
Review Board Meeting					0	\$ -
Review by Senior Staff	4		1,190.00	750.00	4	\$ 520.00
	1,040.00	-	Total Hour Allowance for Preliminary Design		34	\$ 3,010.00
Design Development						
Hard Line Conceptual Plan			2	8	10	\$ 690.00
Site Verification					0	\$ -
Review & Refine Material Selections					0	\$ -
Additional Sketches					0	\$ -
Refinement of Cost Estimate			2		2	\$ 170.00
Meetings					0	\$ -
Finalize Material Selections					0	\$ -
Review by Senior Staff	2		340.00	520.00	2	\$ 260.00
	260.00	-	Total Hour Allowance for Design Development		14	\$ 1,120.00
Construction Documentation Activities						
Tree Removal & Relocation/Demolition				12	12	\$ 780.00
Staking Plan					0	\$ -
Planting Plan			8	24	32	\$ 2,240.00
Drainage Plan					0	\$ -
Lighting Plan					0	\$ -
Irrigation Plan			40		40	\$ 3,400.00
Hardscape Details					0	\$ -
Planting Details				2	2	\$ 130.00
Lighting Details					0	\$ -
Irrigation Details					0	\$ -
Final Site Verification			8		8	\$ 680.00
Revised Cost Estimate			2		2	\$ 170.00
Meeting	4		4		8	\$ 860.00
Revisions					0	\$ -
Additional Meeting(s)					0	\$ -
Additional Revisions					0	\$ -
Specification Book					0	\$ -
Review by Senior Staff	12		5,270.00	2,470.00	12	\$ 1,560.00
	2,080.00	-	Total Hour Allowance for Construction Documentation Activities		116	\$ 9,820.00

Date: 12-06-2006

Blue Heron & Congress Ave. Intersection

Job Number: 0611088
City of West Palm Beach, Florida

Roy-Fisher Associates, Inc.

381 Tequesta Drive
Tequesta, FL 33469
Tel: 561-747-3462
Fax: 561-747-0281
Website: www.roy-fisher.com

Services Provided	Principal	Sr. Landscape	Professional Staff	Technical Staff	Total Hours	Total Cost
Hourly Rate	\$130.00	\$100.00	\$85.00	\$65.00		
Bid Solicitation						
Preparation of Bid Package					0	\$ -
Pre-Bid Conference with Contractors					0	\$ -
Bid Review & Contractors Recommendation					0	\$ -
Contract Negotiation					0	\$ -
Total Hour Allowance for Bid Solicitation					0	\$ -
Construction & Installation Monitoring						
Pre-Construction Meeting(s)			4		4	\$ 340.00
Site Visits(s)			32		32	\$ 2,720.00
Project Administration			16		16	\$ 1,360.00
Material Coordination					0	\$ -
Total Hour Allowance for Construction & Installation Monitoring					52	\$ 4,420.00
Maintenance Activities						
Evaluation					0	\$ -
Manual					0	\$ -
Site Visits					0	\$ -
Maintenance Administration & Coordination					0	\$ -
Total Hour Allowance for Maintenance Activities					0	\$ -
Sub-Total:					280	\$ 22,070.00
Reimbursable:						\$ 1,103.50
Grand Total:						\$ 23,173.50

Special Notes: Does not include irrigation or drainage plans.

Fee Summary

Orientation Activities	\$	✓	3,700.00
Preliminary Design Activities	\$	✓	3,010.00
Design Development	\$	✓	1,120.00
Construction Documentation Activities	\$	✓	9,820.00
Bid Solicitation	\$		-
Construction & Installation Monitoring	\$	✓	4,420.00
Maintenance Activities	\$		-
Reimbursable 5% of Sub-Total	\$		1,103.50
Grand Total	\$	✓	23,173.50

Retainer Required \$ 1,000.00
The retainer is credited to the client's account and used to defray the cost of initiation and supervision.

Deliverables: Submittal sets to Jupiter Island and 2 review sets of Preliminary Plan, Design Development, Construction Doc.

I have read and agree to the attached terms and fees as listed in the Fee Summary on this Page.

Client	Date
Roy-Fisher Associates, Inc.	Date

optional service

ARCADIS
ESTIMATE OF WORK EFFORT FOR ENGINEERING
BLUE HERON BOULEVARD / CONGRESS AVENUE
INTERSECTION IMPROVEMENTS
OPTIONAL SERVICES

DRAINAGE TRUNKLINE IMPROVEMENTS	
Total Contract Cost Computations	\$ ✓ 5,716.90
Total Activity Salary Costs	
(a) Overhead Additives:	
(a1) Combined OH Percent	164.00%
(a2) Combined OH Cost	\$ ✓ 9,375.72
Subtotal (Salary + Overhead)	\$ ✓ 15,092.62
(b) Operating Margin Percent	12.00%
(b) Operating Margin Cost	\$ ✓ 1,811.11
Subtotal (Salary Related Cost)	\$ ✓ 16,903.73

Survey (Kathleen Hall)	\$ ✓ 5,640.00
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TOTAL OPTIONAL SERVICES	\$ ✓ 22,543.73
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ARCADIS
ESTIMATE OF WORK EFFORT FOR ENGINEERING
BLUE HERON BOULEVARD / CONGRESS AVENUE
INTERSECTION IMPROVEMENTS
OPTIONAL DRAINAGE IMPROVEMENTS

	PROJECT MANAGER		PROJECT ENGINEER		SR. CADD OPERATOR		ACTIVITY TOTAL
	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS
DESIGN ANALYSIS	-	\$ 44.50	-	\$ 33.65	-	\$ 21.00	-
DRAINAGE ANALYSIS	12.0	\$ 44.50	62.0	\$ 33.65	8.0	\$ 21.00	82.0
ROADWAY PLANS	8.0	\$ 44.50	44.0	\$ 33.65	52.0	\$ 21.00	104.0
UTILITIES	-	\$ 44.50	-	\$ 33.65	-	\$ 21.00	-
PERMITTING	-	\$ 44.60	-	\$ 33.65	-	\$ 21.00	-
SIGNAL PLANS	-	\$ 44.50	-	\$ 33.65	-	\$ 21.00	-
CONSTRUCTION SERVICES	-	\$ 44.50	-	\$ 33.65	-	\$ 21.00	-
TOTALS	20.0	\$ 890.00	108.0	\$ 3,566.90	60.0	\$ 1,260.00	188.0

DESIGN ANALYSIS	\$ -	\$ -	\$ -
DRAINAGE ANALYSIS	\$ 534.00	\$ 2,086.30	\$ 168.00
ROADWAY PLANS	\$ 356.00	\$ 1,480.60	\$ 1,092.00
UTILITIES	\$ -	\$ -	\$ -
PERMITTING	\$ -	\$ -	\$ -
SIGNAL PLANS	\$ -	\$ -	\$ -
CONSTRUCTION SERVICES	\$ -	\$ -	\$ -
TOTALS	\$ 890.00	\$ 3,566.90	\$ 1,260.00 \$ 5,716.90

	BY ACTIVITY	COST FOR ACTIVITY	HOURLY RATE
DESIGN ANALYSIS	-	\$ -	#DIV/0!
DRAINAGE ANALYSIS	82.0	\$ 2,788.30	34.00
ROADWAY PLANS	104.0	\$ 2,926.60	28.16
UTILITIES	-	\$ -	#DIV/0!
PERMITTING	-	\$ -	#DIV/0!
SIGNAL PLANS	-	\$ -	#DIV/0!
CONSTRUCTION SERVICES	-	\$ -	#DIV/0!
TOTALS	186.0	\$ 5,716.90	\$30.74 Average per hour

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 2 - DRAINAGE DESIGN & ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Design of Cross Drains	Ea.				0				
2. Drainage Maps	Sheet	1	16		16	2.0	6.0	8.0	
3. Design of Outfall Ditches	Ea.				0				
4. Interchange Drainage Design	Ea.				0				
5. Design of Storm Sewers	Ea.	11	2		22	2.0	20.0		
6. Design of Stormwater Retention / Detention Fac.	Ea.				0				
7. Design of Special Drainage Systems	L.S.				0				
8. Preparation of Bridge Hydraulics Report	Ea.				0				
9. Drainage Design Report	L.S.	1	40		40	8.0	32.0		
10 Investigate Outfall Requirements	L.S.	1	4		4		4.0		
11 Pond Siting Report	L.S.				0				
SUBTOTAL THIS SHEET					82	12	62	8	

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 2 - DRAINAGE DESIGN & ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
10. Quality Control	0%				0				
11. Supervision	0%				0				
12. Field Reviews	Ea.				0				
13. Progress Meetings	Ea.				0				
SUBTOTAL THIS SHEET					0	0	0	0	
TOTAL					82	12	62	8	

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	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Key Map	Sheet				0				
2. Typical Section & Notes	Sheet				0				
3. Summary of Quantities	Each	1	8	1	8		4.0	4.0	
4. Plans	Sheet	4	16	4	64	4.0	28.0	32.0	
5. Plateau Intersection Details	Each				0				
6. Intersection Profiles	Sheet				0				
7. LWDD Canal relocation plans	Sheet				0				
8. Drainage Structure Sheets	Sheet	4	8	4	32	4.0	12.0	16.0	
9. Miscellaneous Construction Details	L.S.				0				
10. Summary of Drainage Structures	Sheet				0				
11. Cross-Sections	Ea.				0				
12. Baseline Control	Sheet				0				
13 Cost Estimates	Each				0				
SUBTOTAL THIS SHEET					104	8	44	52	

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	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
14 Detention Area Plan & Details	Each				0				
15 Critter Crossing Plans	L.S.				0				
16 Computation Booklet	L.S.	1			0				
17 Quality Control	0%				0				
18 Supervision	0%				0				
SUBTOTAL THIS SHEET					0	0.0	0.0	0.0	
TOTAL					104	8	44	52	

OPTIONAL SERVICES

KATHLEEN L. HALL LAND SURVEYING, INC.

5499 N. Federal Highway

Suite N

Boca Raton, Fl. 33487

Tel.(561)443-0426 Fax.(561)443-0429

e-mail: hall4103@bellsouth.net

September 18, 2006

Fax. (561)697-7751

Mr. Hank Deibel, P.E.
ARCADIS
2081 Vista Parkway
West Palm Beach, Fl. 33411

RE: **PROPOSAL**
Blue Heron/Congress

Dear Hank:

The following proposal is submitted per your request:

SCOPE OF SERVICES

Engineering Survey including items in Survey Checklist received
Sept. 13, 2006.

✓ Fee: \$5,640.00

Yours truly,
KATHLEEN L. HALL LAND SURVEYING, INC.

Kathleen L. Hall, P.L.S.
President

**HOURLY BREAKDOWN
BLUE HERON/CONGRESS**

TASK	FIELD	CADD	PLS
RE-ESTABLISH & EXTEND BASELINE	8 HRS	2 HRS	2 HRS
TOPOGRAPHY	15 HRS	3 HRS	2 HRS
CROSS SECTIONS	15 HRS	3 HRS	2 HRS
RE-ESTABLISH BENCHMARKS	2 HRS	0 HRS	2 HRS
TOTAL HOURS	40 HRS	8 HRS	8 HRS
HOURLY RATE	\$110/HR	\$65/HR	\$90/HR
TOTAL FEE	✓ \$4,400.00	✓ \$520.00	✓ \$720.00

EXHIBIT "C"

PROJECT: Blue Heron Boulevard and Congress Avenue (Phase II) Intersection Improvements
PROJECT #: 2005102A
CONSULTANT: Arcadis G&M, 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.



Henry W. Deibel, Jr., P.E., Associate Vice President

EXHIBIT "D"

01/29/2007

PARTICIPATION FOR MWBE/SBE CONSULTANTS **Contract**

Project Name: BLUE HERON BOULEVARD AND CONGRESSProject No.: 2005102APrime Consultant: Arcadis G & M, Inc.

Prime Contact Person:

Telephone No.: (561) 881-0077Resolution Date: 03/13/2007Res #: R2007-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
Kathleen L. Hall Land Surveying, Inc. 5499 N FEDERAL HWY STE N BOCA RATON, FL 33487 (561) 443-0426	Surveyor	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	22,775.00	0.00
Roy-Fisher Associates, Inc. 381 TEQUESTA DR TEQUESTA, FL 33469 (561) 747-3462	Landscaping	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	23,173.50	0.00
Tierra, Inc. 2765 VISTA PKY STE 10 WEST PALM BEACH, FL 33411 (561) 687-8536	Geotechnical	MWBE	0.00	25,189.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	0.00
		Total MWBE	0.00	25,189.00	0.00	0.00	
		%		8.61			
		Total SBE	0.00	0.00	0.00	45,948.50	0.00
		%				15.72	
Total Contract Amount of Authorization		292,264.38					

Exhibit C

Page 1

EXHIBIT "E"

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

TO: Arcadis G&M, Inc.
(NAME OF PRIME CONSULTANT)

2081 Vista Parkway, West Palm Beach, FL 33411
(ADDRESS)

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

CONTACT PERSON & TITLE:

FROM: Kathleen L. Hall Land Surveying, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

5499 N. Federal Highway, Suite N, Boca Raton, FL 33487

(ADDRESS)

561-443-0426

(TELEPHONE No.)

561-443-0429

(FAX No.)

CONTACT PERSON: Kathleen L. Hall, P.L.S.

TITLE: President EMAIL: hall4103@bellsouth.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:
Surveying Services.

1. Activity Provided: Survey

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 7.79 %

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: Blue Heron Boulevard and Congress Avenue Intersection Improvements

Project No.: 2005102A

Kathleen L. Hall Land Surveying Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Kathleen L. Hall PRPS
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: Kathleen L. Hall 2/2/07
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

RECEIVED FEB - 1 2007

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

TO: Arcadis G&M, Inc.
(NAME OF PRIME CONSULTANT)

2081 Vista Parkway, West Palm Beach, FL 33411
(ADDRESS)

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

CONTACT PERSON & TITLE:

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

381 Tequesta Drive, Tequesta, FL 33469

(ADDRESS)

561-747-3462

(TELEPHONE No.)

561-747-0281

(FAX No.)

CONTACT PERSON: William Chambers

TITLE: Project Manager EMAIL: bill@roy-fisher.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:
Landscape and Irrigation Services.

1. Activity Provided: Landscape & Irrigation

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 7.93 %

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: Blue Heron Boulevard and Congress Avenue Intersection Improvements

Project No.: 2005102A

ROY-FISHER ASSOCIATES, INC
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

CONSTANCE ROY-FISHER, PRINCIPAL
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:

[Signature]
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

1/31/07
(DATE)

RECEIVED FEB - 1 2007

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

TO: Arcadis G&M, Inc.
(NAME OF PRIME CONSULTANT)

2081 Vista Parkway, West Palm Beach, FL 33411
(ADDRESS)

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

CONTACT PERSON & TITLE:

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

2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411
(ADDRESS)
561-687-8536 561-687-8570
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Francois Thomas, P.E.

TITLE: Principal Engineer EMAIL: fthomas@tierraeng.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 X 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:
Geotechnical Services for additional pavement cores on the shoulder per FDOT.

1. Activity Provided: Geotechnical

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT: 8.61 %

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: Blue Heron Boulevard and Congress Avenue Intersection Improvements

Project No.: 2005102A

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

FRANCOIS THOMAS, P.E. PRINCIPAL
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature] 1/31/07
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/20/2006			
PRODUCER Aon Risk Services, Inc. of Tennessee 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA PHONE-(866) 283-7124 FAX-(866) 430-1035		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 ARCADIS G&M, Inc. 630 Plaza Dr Ste 200 Highlands Ranch CO 80129 USA		INSURERS AFFORDING COVERAGE		NAIC #			
		INSURER A: Lexington Insurance Company		19437			
		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MMDDYY)	POLICY EXPIRATION DATE(MMDDYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	
						PRODUCTS - COMP/OP AGG	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS /UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
A		OTHER Contractor Poll	2014515 Prof Liab - Contractors	06/01/06	06/01/07	Each claim	\$1,000,000
						Annual Aggregate	\$1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. Cancellation Provision shown herein is subject to shorter or longer time periods depending on the							
CERTIFICATE HOLDER Palm Beach County Engineering ATTN: Dave Young, P.E. P. O. Box 21229 West Palm Beach FL 33416 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE Aon Risk Services, Inc. of Tennessee			

Holder Identifier :

Certificate No: 570019873006

Attachment to ACORD Certificate for ARCADIS G&M, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

ARCADIS G&M, Inc.
630 Plaza Dr Ste 200
Highlands Ranch CO 80129 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		OTHER					
		<input checked="" type="checkbox"/> Claims-Made					
		<input checked="" type="checkbox"/> Professional Lia					
		<input checked="" type="checkbox"/> and Contractors					
		<input checked="" type="checkbox"/> Pollution Liabil					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

jurisdiction of, and reason for, the cancellation. Coverage is retroactive to September 26, 2000.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 12/21/06	
PRODUCER Aon Risk Services, Inc. of Tennessee 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA			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.		
PHONE: (866) 283-7124 FAX: (866) 430-1035			INSURERS AFFORDING COVERAGE		
INSURED ARCADIS U.S., Inc. formerly ARCADIS G&M, Inc. 630 Plaza Dr. Ste 200 Highlands Ranch CO 80129-2379 USA			INSURER A: XL Specialty Insurance Co		
			INSURER B: Greenwich Insurance Company		
			INSURER C:		
			INSURER D:		
			INSURER E:		
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	GEC001076105 General Liability	01/01/07	01/01/08	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE(Any one fire) \$1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	AEC001075805 Auto (AOS)	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO	AEC001719503 Mass Auto	01/01/07	01/01/08	BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON OWNED AUTOS				
	<input checked="" type="checkbox"/> Property Damage to Others				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC
					AGG
	EXCESS LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
	DEDUCTIBLE				
	RETENTION				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	RWD943516301 Workers Compensation	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A		RWR943516701 State of Wisconsin	01/01/07	01/01/08	E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE-POLICY LIMIT \$1,000,000
					E.L. DISEASE-EA EMPLOYEE \$1,000,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
RE: ENGINEERING DESIGN SERVICES FOR INTERSECTION IMPROVEMENT PROJECTS ON AN ANNUAL BASIS. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE ADDED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR EXCLUDING WORKERS' COMPENSATION AND EMPLOYERS'					
PALM BEACH COUNTY P.O. BOX 21229 WEST PALM BEACH FL 33416 USA			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc. of Tennessee</i>		

Holder Identifier :

Certificate No : 570020487500

Attachment to ACORD Certificate for ARCADIS U.S., Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

ARCADIS U.S., Inc.
formerly ARCADIS G&M, Inc.
630 Plaza Dr. Ste 200
Highlands Ranch CO 80129-2379 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

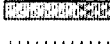
LIABILITY AS REQUIRED BY WRITTEN CONTRACT, AS PER BLANKET ENDORSEMENT ON POLICY, BUT LIMITED TO THE OPERATIONS OF THE INSURED UNDER SAID CONTRACT, AND ALWAYS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER REFERRING TO GENERAL, AUTOMOBILE LIABILITY AND WORKERS COMPENSATION AS REQUIRED BY WRITTEN CONTRACT BUT LIMITED TO THE OPERATIONS OF THE INSURED UNDER SAID CONTRACT, AND ALWAYS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. CANCELLATION PROVISION SHOWN HEREIN IS SUBJECT TO SHORTER OR LONGER TIME PERIODS DEPENDING ON THE JURISDICTION OF AND REASON FOR THE CANCELLATION.

PROJECT SCHEDULE
BLUE HERON BOULEVARD - CONGRESS AVENUE

ID	O	Task Name	Duration	Start	Finieh	2006												2007														
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul											
1	23	35% PLANS	44 days	Mon 4/2/07	Thu 5/31/07																											
2	23	COUNTY REVIEW	15 days	Fri 6/1/07	Thu 6/21/07																											
3	23	65% PLANS	88 days	Fri 6/22/07	Tue 10/23/07																											
4	23	COUNTY REVIEW	15 days	Wed 10/24/07	Tue 11/13/07																											
5	23	96% PLANS	88 days	Wed 11/14/07	Fri 3/1/08																											
6	23	COUNTY REVIEW	15 days	Mon 3/17/08	Fri 4/4/08																											
7	23	100 % PLANS	44 days	Mon 4/7/08	Thu 6/5/08																											
8	23	COUNTY REVIEW	15 days	Fri 6/6/08	Thu 6/26/08																											
9	23	FINAL PLANS	22 days	Fri 6/27/08	Mon 7/28/08																											
10	23	SFWMD PERMITTING	154 days	Mon 7/30/07	Thu 2/28/08																											
11	23	FDOT PERMITTING	176 days	Mon 7/30/07	Mon 3/31/08																											
12	23	SKETCH AND LEGAL DESCRIPTIONS	44 days	Wed 11/14/07	Mon 1/14/08																											
13	23	SKETCH AND LEGAL REVIEW	15 days	Tue 1/15/08	Mon 2/4/08																											
14	23	SKETCH AND LEGAL DESCRIPTION REVISIONS	22 days	Tue 2/5/08	Wed 3/5/08																											
15	23	UTILITY COORDINATION	191 days	Fri 6/22/07	Fri 3/14/08																											

Project: Blue Heron-Congress
Date: Wed 1/31/07

Task
Split



Progress
Milestone



Summary
Rolled Up Task



Rolled Up Split
Rolled Up Milestone



Rolled Up Progress
External Tasks



Project Summary
External Milestone



Deadline

