

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 10, 2007

Consent Regular
 Ordinance Public Hearing

Department:

Submitted By: Engineering & Public Works Department

Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The Second Amendment to Agreement 2004-1620, for professional consulting services with Kimley-Horn and Associates, approved on July 13, 2004.

Summary: This Agreement provides for professional services to develop a database showing the traffic from all approved projects. The database will be used for future concurrency traffic studies and a new five year build-out test. The goal for Small Business Enterprise Minority/Women Business Enterprise (SBE/MBE) is 15%. The actual participation level is 20% for SBE/MBE, achieved through their subconsultant, M.T.P. Group, Inc. This Agreement will extend the date for completion of the work from July 31, 2006 to July 31, 2007, and allow for reallocation of budget amounts among the various labor and direct expense tasks to better balance the project effort with task budgets.

District: Countywide (L.B.)

Background and Justification: The Traffic Performance Standards Committee has developed various recommendations changing the Traffic Performance Standards Ordinance. One recommendation was to develop a database of all traffic from all approved, unbuilt projects on the entire roadway system. This database would be used in place of historic growth rates. It would also be used for a new long range, five year traffic test (Test 2). The Board of County Commissioners ratified the selection of Kimley-Horn and Associates by the Consultant's Competitive Negotiations Act Selection Committee. The services, as detailed in Exhibit "A" of the attached Agreement, have been negotiated as just and reasonable compensation.

This Amendment would provide for a time extension that has been necessitated by:

1. Unforeseen issues with deployment of the database on the County's computer system.
2. Conversion of the source code to the standard software utilized by Information System Services.

Attachments:

1. Agreements (2)
2. Original Agreement R2004-1620, including Scope of Work
3. First Amendment to Agreement
4. Letter from Consultant requesting Contract Amendment

Recommended by: _____

Division Director

Date

Approved by: _____

A. T. Webb
County Engineer

6/27/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</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><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

Is Item Included In Current Budget? Yes No

Budget Account No.:

Fund _____ Dept. _____ Unit _____ Object _____ Program _____

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

No Fiscal Impact

C. Departmental Fiscal Review: Prof

III. REVIEW COMMENTS

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

Jan Smith 6.13.07
OFMB
atn 6.13.07
6/12/07

Jim J. Jacoby 6/14/07
Contract Dev. and Control
6/14/07

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

This amendment complies with our review requirements.

This Amendment is retroactive.

C. Other Department Review:

Department Director

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

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES BETWEEN
PALM BEACH COUNTY AND KIMLEY-HORN AND ASSOCIATES,
INC.**

This Second Amendment to Agreement for Professional Engineering Services is made as of _____, between Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter County), and Kimley-Horn and Associates, Inc., an engineering firm having an office and a place of business at 4431 Embarcadero Drive, West Palm Beach, Florida 33407 (hereinafter Consultant), and having Federal Tax ID # 56-0885615.

RECITALS

WHEREAS, the County and Consultant entered into an Agreement for Professional Engineering Services (hereinafter Contract) on July 13, 2004 (R2004 1620) to provide the Palm Beach County Traffic Division with a Traffic Performance Standards database that will provide traffic projections from approved development projects on all major roadway links within Palm Beach County; and

WHEREAS, on June 6, 2006 the County approved a First Amendment to that Contract (R2006-0957) to extend the completion date to July 31, 2006, and

WHEREAS, the County and Consultant desire to further amend the completion date of that Contract to allow work to continue until July 31, 2007.

NOW, THEREFORE, in consideration of their mutual covenants contained herein, the County and Consultant hereby agree to amend the Contract as follows:

Article 1. Section 3.1 of the Contract, regarding periods of service, is hereby amended to change the completion date from July 31, 2006 to July 31, 2007.

Article 2. This amendment shall be retroactive to July 31, 2006.

Article 3. Except as specifically set forth herein, all terms and conditions of the Contract shall remain in full force and effect.

[Remainder of page left blank.]

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

COUNTY:
PALM BEACH COUNTY, FLORIDA,
a Political Subdivision
of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Addie L. Greene, Chairperson

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

BY: _____
Deputy Clerk

SEAL

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Don Newberry
ENGINEERING DEPARTMENT

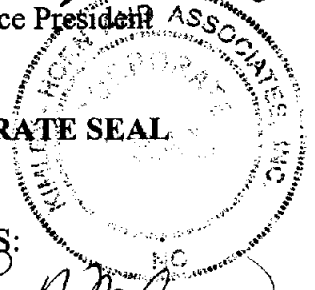
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BY: _____
COUNTY ATTORNEY

CONSULTANT:
KIMLEY-HORN AND
ASSOCIATES, INC.,
a Florida Corporation

BY: Frederick W. Schwartz
Frederick W. Schwartz, P.E.,
Senior Vice President

CORPORATE SEAL



WITNESS:

BY: Lisa A. Milam
LISA A. MILAM
(Printed Name)

BY: Sharda Dunne
SHARDA DUNNE
(Printed Name)

ATTACHMENT 1

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

This is an Agreement made as of JUL 13 2004, 2004, between **PALM BEACH COUNTY, FLORIDA (COUNTY)** and **Kimley-Horn and Associates, Inc. (CONSULTANT)**, a Engineering firm having an office and a place of business at 4431 Embarcadero Drive, West Palm Beach, Florida 33407, and having Federal Tax ID #~~56-0885615~~. The COUNTY intends to have the Consultant provide the Palm Beach County Traffic Division with a Traffic Performance Standards database that will provide traffic projections from approved development projects on all major roadway links within Palm Beach County (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 develop a data base that will provide traffic projections from approved development projects on all major roadway links within Palm Beach County as more specifically set forth in the Scope of Work detailed in Exhibit A

The data base shall provide the following on a year by year basis:

1. Traffic from approved but un-built projects.
2. Adjustments of "double counting" (adjustments between attraction and productions).
3. Adjustments for background growth.
4. Current traffic counts.

1.1.2. The outputs from the data base shall include:

1. Two-way peak hour, peak season traffic for the AM and PM peak hours.
2. Directional peak hour, peak season traffic for the AM and PM peak hours.
3. Intersection turning movement counts.

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.

SECTION 2 - COUNTY'S RESPONSIBILITY

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

- 2.1. Requested traffic reports for approved developments, when available.
- 2.2. All available roadway link volumes.
- 2.3. All available intersection turning volumes.

SECTION 3 - PERIODS OF SERVICE

3.1. This is an Agreement for specific professional engineering services as outlined in the Scope of Work detailed in Exhibit A. This Agreement will commence on the day and year first written above and shall remain in effect until the completion of the work outlined in the Scope of Work detailed in Exhibit A. Work on this contract shall be completed by December 31, 2005.

SECTION 4 - PAYMENTS TO CONSULTANT

4.1. Methods of Payment for Services and Expenses of CONSULTANT.

4.1.1 Basic Service: The COUNTY will pay the CONSULTANT a total labor fee of \$264,000 for the scope detailed in Exhibit 'A' based on the Fee Schedule detailed in Exhibit B.

4.1.2 4.1.2. 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. The payment reimbursable expenses shall not exceed estimated costs, as detailed in the fee Schedule in Exhibit B. No reimbursable expenses will be incurred without additional authorization from the COUNTY.

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

4.2. Payments

4.2.1. Payments to the CONSULTANT shall be due and payable monthly in proportion to the percentage Task completed as approved and accepted by the COUNTY.

4.3. Other Provisions Concerning Payments

4.3.1. Records of CONSULTANT'S Salary Costs pertinent to 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 CONSULTANT'S services.

SECTION 5 - GENERAL CONSIDERATION

5.1. Termination

This Agreement may be canceled by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY with or without cause, immediately upon written notice to the CONSULTANT. Upon any such termination, the CONSULTANT hereby waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits, on account thereof. 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 termination plus reasonable close out costs. 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 subcontractors 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.

5.2. Disclosure and Ownership of Documents

5.2.1. 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.

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.

5.2.2. 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.

5.2.3. Notwithstanding any other provision to the contrary in this agreement, the COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

5.2.4. 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.

5.3. Insurance

5.3.1. The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.

5.3.2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the COUNTY'S representative. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY'S representative. Compliance with the foregoing requirement shall not relieve the CONSULTANT of its liability and obligations under this Agreement.

5.3.3. The CONSULTANT shall maintain, during the term of this Agreement, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per claim.

5.3.4. Insurance and Indemnification - The CONSULTANT shall maintain Professional Liability insurance covering the CONSULTANT for sums which the CONSULTANT shall become legally obligated to pay as damages because of liability arising out of negligence, error or omission the professional services required in the

performance of the CONSULTANT'S agreement with the COUNTY. Required coverage shall be for Limits of Liability not less than \$1,000,000.

5.3.5. **SPECIAL INSTRUCTIONS:** Occurrence form Professional Liability Insurance is highly preferred, however, in the event the CONSULTANT is only able to secure Claims-Made Professional Liability Insurance special conditions apply. Any Certificate of Insurance issued to the COUNTY must clearly indicate whether the coverage is on a Claims-Made basis. Should coverage be afforded on a Claims-Made basis the CONSULTANT shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of 5 years from the date of this Agreement. CONSULTANT shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by COUNTY. CONSULTANT shall maintain during the term of the Agreement, his standard Professional Liability Insurance in the amount of \$1,000,000 (with standard deductions of not more than \$750,000).

5.3.6. The CONSULTANT shall maintain, during the life of this Agreement, comprehensive general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONSULTANT or by anyone directly employed by or Agreement with the CONSULTANT.

5.3.7. The CONSULTANT shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

5.3.8. The CONSULTANT shall maintain, during the life of this Agreement, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amount as are required by law for all of its employees per Florida Statute 440.02.

5.3.9. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONSULTANT shall specifically include PALM BEACH COUNTY as an "Additional Insured". 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".

5.4 Indemnification

Pursuant to Florida Statute, FS. 725.08 (1), the CONSULTANT shall indemnify, and hold harmless the COUNTY, and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever to the extent arising out of, because of, or due to negligent act or omission or commission of the CONSULTANT, its officers, agents, or employees. Neither the CONSULTANT, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property to the extent caused or resulting from the sole negligence of the COUNTY or any of its officers, agents, or employees.

5.5 Controlling Law

5.5.1. This Agreement is to be governed by the laws of the State of Florida. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such

party or parties may be entitled as a result of that action.

5.6 Successors and Assigns

5.6.1. COUNTY and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of COUNTY and CONSULTANT (and to the extent permitted by Paragraph 5.6.2. the assigns of COUNTY and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.6.2. Neither COUNTY nor 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 CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

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

5.7 Subcontracting

5.7.1. 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 Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

5.7.2. If a subcontractor fails to perform or make progress, as required by this Contract, 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.

5.7.3 In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, and M/WBE Ordinance #93-28, as amended by Ordinance #95-5, the annual goal for SBE and/or M/WBE participation for Professional Services is 15%, the following participation resulted for this Agreement:

<u>0</u> %	SBE Participation
<u>0</u> %	African/American Participation
<u>0</u> %	Hispanic Participation
<u>20</u> %	Women Participation
<u>0</u> %	Other (to be used in any category)

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

5.7.5 The CONSULTANT incorporates Exhibit "D" (Participation of SBE and/or M/WBE Consultants) and Exhibit "E" (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar

value of the SBE and/or M/WBE participation on Exhibit "D" and the Letter of Intent, Exhibit "E", signed by each of the listed SBE and/or M/WBE sub-consultants agreeing to perform the services at the listed dollar value.

5.7.6 The CONSULTANT understands that each minority and/or woman owned firm utilized on this contract must be certified by Palm Beach County in order to be counted toward the contract goal.

5.7.7 The CONSULTANT understands that it is the responsibility of the County Department letting the Agreement and the SBE and/or M/WBE Office to monitor compliance with the SBE and/or M/WBE 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 and/or M/WBE participation for this Agreement.

5.7.8 The CONSULTANT further agrees to provide the SBE and/or M/WBE Office with a copy of the CONSULTANT'S agreement with the SBE and/or M/WBE sub-contractor or any other related documentation upon request.

5.7.9 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 and/or M/WBE firms. Any SBE's and/or M/WBE's which, for any reason, no longer remain associated with the contract of the CONSULTANT shall be replaced with other certified SBE's and/or M/WBE's, unless approval to the contrary is granted by the COUNTY.

5.7.10 The CONSULTANT understands that he/she is prohibited from making any agreements with the SBE and/or M/WBE in which the SBE and/or M/WBE promises not to provide sub-consultants quotations to other bidders or potential bidders

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

5.7.12 The CONSULTANT shall certify in writing that all sub-contractors, sub-consultants 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 sub-contractors, sub-consultants or suppliers. This provision in no way creates any contractual relationship between any sub-contractor, sub-consultant, or supplier and the COUNTY or any liability on the COUNTY for the CONSULTANT'S failure to make timely payment to the sub-contractor, sub-consultant or supplier.

5.8 Personnel

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

5.8.2. 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, licensed or permitted under state and local law to perform such services.

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

5.9 Availability of Funds

5.9.1. 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.

5.10 Conflict of Interest

5.10.1. CONSULTANT represents that employees directly engaged in the performance of the Basic Services hereunder will not be engaged in the performance of other services which constitute a conflict of interest.

5.10.2. 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 judgement 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.

5.10.3. 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.

5.11 Independent Contractor Relationship

5.11.1. The CONSULTANT and sub-consultants 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 sub-consultant to perform work in fulfillment of this Agreement.

5.12 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.

5.13 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.

5.14 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 6 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

6.1.1. **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.

Federal & State Tax

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

Exhibit A: Scope of Work consisting of (8) pages

Exhibit B: Fee Schedule consisting of (2) pages.

Exhibit C: Affidavit of Statements: Truth in Negotiation, Prohibition Against Contingent Fees, Non-Discrimination, and Public Entity Crimes Statement consisting of (1) pages.

Exhibit D: Letter of Intent to Perform As an SBE, M/WBE, and/or Sub-consultant, with County Minority Certification consisting of (4) pages.

Exhibit E: Registration and/or certifications consisting of (4) pages.

6.3. This Agreement (consisting of pages 1 to 10 inclusive), together with the Exhibits and Schedules identified above constitute the entire Agreement between **COUNTY** and **CONSULTANT** and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

THIS SECTION LEFT BLANK INTENTIONALLY

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,
a Political Subdivision of the
State of Florida

CONSULTANT:
Kimley-Horn and Associates, Inc.
a Florida Corporation

BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
Karen T. Marcus, Chair JUL 13 2004

BY: [Signature]
Frederick W. Schwartz, P.E.,
Senior Vice President

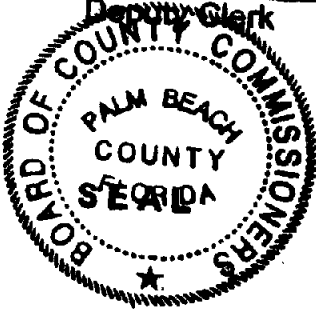
ATTEST:
Dorothy H. Wilken, Clerk
Circuit Court

R2004 1620

CORPORATE SEAL

BY: [Signature]
Deputy Clerk

WITNESS:
BY: [Signature]



[Signature]
Lisa M. Hill
(Printed Name)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: [Signature]
LOAN R.C. BRISSETT
(Printed Name)

BY: [Signature]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: [Signature]
COUNTY ATTORNEY

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES BETWEEN
PALM BEACH COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC.**

This First Amendment to Agreement for Professional Engineering Services is made as of JUN 06 2006, between Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter County), and Kimley-Horn and Associates, Inc., an engineering firm having an office and a place of business at 4431 Embarcadero Drive, West Palm Beach, Florida 33407 (hereinafter Consultant), and having Federal Tax ID # 56-0885615.

RECITALS

WHEREAS, the County and Consultant entered into an Agreement for Professional Engineering Services (hereinafter Contract) on July 13, 2004 (R2004 1620) to provide the Palm Beach County Traffic Division with a Traffic Performance Standards database that will provide traffic projections from approved development projects on all major roadway links within Palm Beach County; and

WHEREAS, the County and Consultant desire to amend the completion date of that Contract to allow work to continue until July 31, 2006.

NOW, THEREFORE, in consideration of their mutual covenants contained herein, the County and Consultant hereby agree to amend the Contract as follows:

Article 1. Section 3.1 of the Contract, regarding periods of service, is hereby amended to change the completion date from December 31, 2005 to July 31, 2006.

Article 2. This amendment shall be retroactive to December 31, 2005.

Article 3. Except as specifically set forth herein, all terms and conditions of the Contract shall remain in full force and effect.

[Remainder of page left blank.]

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

R2008 0997

COUNTY: JUN 06 2008
PALM BEACH COUNTY, FLORIDA,
a Political Subdivision
of the State of Florida
BOARD OF COUNTY COMMISSIONERS

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES,
INC.,
a North Carolina Corporation

BY: [Signature]
Tony Masilotti, Chairman

BY: [Signature]
Frederick W. Schwartz, P.E.,
Senior Vice President

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

CORPORATE SEAL

WITNESS:

BY: [Signature]
Deputy Clerk

BY: [Signature]
[Signature]
(Printed Name)

BY: [Signature]
[Signature]
(Printed Name)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: [Signature]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BY: [Signature]
COUNTY ATTORNEY



March 9, 2007

Mr. Dan Weisberg, P.E.
Director
Palm Beach County Traffic Division
2300 North Jog Road
3rd Floor
West Palm Beach, Florida 33411

4431 Embarcadero Drive
West Palm Beach, Florida
33407

**Re: Traffic Performance Standards Database Project
A Contract Amendment**

Dear Mr. Weisberg:

By means of this letter, Kimley-Horn and Associates, Inc. (KHA) is formally revising our request dated November 21, 2006, for a second extension to the completion date of the Palm Beach County Traffic Performance Standards (TPS) Database Project.

Overview

As you know, the Palm Beach County Board of County Commissioners granted an extension last year for completion on July 31, 2006. KHA deployed a version of the TPS Database on July 31, 2006 which required further refinements to the functionality and the structure following the testing and review of that deployment by your staff. In order to continue to reply to the comments and requests that have been made by your staff, Kimley-Horn and Associates, Inc. will need to have the project completion date officially extended.

The main factors that have led to these delays are three fold:

1. Much of the core functionality that has been included in the TPS Database has taken longer than expected to develop and test.
2. Much effort has been required to collect and reconcile inconsistencies with the data that have been input to the database.
3. Many of the functionalities that have now been added to the database were not explicitly included in our original scope of services, but have added much value to the application. Additional time has been required to develop and test these additional functionalities.

Regarding the first two items, KHA acknowledges that while our team had the expertise to perform the core tasks related to the scope of services at the outset of this project, the unprecedented nature of what we were contracted to perform precluded us from knowing precisely the extent of the effort that would ultimately be involved.

TEL 561 845 0665
FAX 561 863 8175



Regarding item 3, it would not be useful in this letter to justify which of the functionalities that the system now has were beyond the scope of what our original contract with PBC required. However, we feel that it will be essential for PBC and KHA to revisit the "core tasks" and "core purposes" for this project and review the tasks that remain to be completed in light of those core tasks. In so doing, it will be possible to identify which of those remaining tasks desired by PBC are appropriate as future enhancements performed as additional services.

Core Project Purpose

According to our original contract and scope of services, KHA and our team were contracted by PBC to undertake the following (as excerpted from the original scope of services):

"Provide the Palm Beach County Traffic Division with a database that will provide traffic projections from approved development projects on all major roadway links within Palm Beach County. The database will be capable of providing traffic projections on an annual basis for each roadway link. The database will also be capable of being updated as development projects are completed (reducing database traffic), as new development projects are approved (adding database traffic), and as new traffic counts are completed.

For each link, the data base shall provide the following on a year by year basis:

- 1. Traffic from approved but un-built projects.*
- 2. Adjustments of "double counting".*
- 3. Adjustments for background growth.*
- 4. Current traffic counts.*

The outputs from the data base shall include:

- 1. Two-way peak hour, peak season traffic for the AM and PM peak hours.*
- 2. Directional peak hour, peak season traffic for the AM and PM peak hours.*
- 3. Intersection turning movement counts"*

Through an iterative process between PBC and KHA, we believe that the system that has been developed substantially performs the requirements of the scope of services. The most recent deployment of the application on February 21, 2006, now being reviewed by your staff, included revisions to the calculations of the abovementioned outputs.

We acknowledge that in the execution of this project, various other desirable functionalities and tasks were identified via a Needs Assessment, Web Interface Functional Requirements, Meetings, E-mails and other correspondence between



PBC and KHA. Many of these functionalities/tasks have been incorporated into the system and performed to date while others remain to be added and performed.

Status of Remaining Tasks for Project Completion per PBC

KHA has been using three documents to track the status of completion of the remaining tasks on this project. These documents include:

- August 28, 2006 memorandum - PBC issued a letter to KHA stipulating 10 Major Remaining Tasks that needed to be performed for the project to be regarded as complete by PBC.
- Response Matrix to PBC Comments on "In-House" Application.
- Response Matrix to PBC Comments on "Web Interface".

Up until now, there has not been a discussion of which of these remaining tasks were future enhancements/additional services. In an attempt to start that discussion, KHA has prepared three charts which summarize the current status of these tasks and which of them we consider to be additional services. These charts are presented as *Attachments "A", "B" and "C"*. Some of the tasks that remain to be completed are noted as additional services. KHA is requesting that these items be deferred to a separate contract that PBC may wish to pursue as "Future Enhancements" to the application. Therefore the schedule to complete the project would only be based on the remaining tasks related to the core functionality that are within our scope.

Project Schedule

We have developed a revised schedule to complete those tasks related to the core functionality. *Attachment "D"* highlights the tasks that need to be performed and the timing of these tasks in order to accomplish this schedule.

Technical Support Post Project Completion

The TPS Database System that KHA and our team have developed through collaboration with your staff is a highly complex application, with many calculations and variations. This is a traffic data management system that will help PBC administer the Traffic Performance Standard. This system has been designed to implement a process with specific rules that have been codified and implemented in the software.

With that said, KHA foresees that a framework will need to be established to provide technical support to PBC for the TPS application in order to maintain its viability and currency into the future and help resolve any potential issues that could arise after final deployment. This is not unlike the technical support that is provided to various Metropolitan Planning Organizations (MPOs) (including Palm Beach County) and FDOT districts throughout Florida on the various Transportation Models that have been developed by their Consultants.



KHA would recommend that PBC establish a framework of an on-call agreement to provide technical support on the TPS Database Application after final deployment. While KHA would be happy to be involved in providing this assistance to PBC, it is probably more appropriate to contract directly with Cartesoft, LLC for these services as their team has provided software development services on the existing contract since November of 2005 when their President Randy Goss left KHA to establish his own business. They have the most familiarity with the intricacies of the TPS Database application. Notwithstanding, we understand that PBC could consider other firms with comparable capabilities to provide these services.

Future Enhancements

As stated earlier, there are a number of features and functionalities that remain undone that can be undertaken as future enhancements as part of a separate contract if PBC so desires. These future enhancement tasks can be collated from the remaining tasks identified as additional services in *Attachments "A", "B", and "C"*. This could be handled as a lump sum task under the aforementioned on-call agreement.

Closure

KHA has in this letter, summarized the status of the TPS Database project to date, highlighted which remaining tasks are outside the original scope, developed a revised schedule for completion of the project and provided PBC with specific recommendations for project technical support post final deployment. In our summary, we note that some features are additional services outside of our original contract amount. Notwithstanding, for our new revised schedule to be attainable, we will need for the PBC Traffic Division to agree that the remaining tasks that were not specifically noted in our original contract are additional services that can be undertaken as part of a separate agreement under a new schedule.

Therefore, we respectfully request that the project completion date be extended to allow completion of these tasks within the schedule specified. Kimley-Horn and Associates, Inc. has been informed verbally that the consensus among the PBC Traffic staff is to have the contract officially extended to June 2007 in order to allow for any unforeseen contingencies. While we understand that consensus, Kimley-Horn and Associates, Inc. is committed to completing all efforts related to this project before that time as noted in *Attachment "D"*.



KHA envisions that PBC may have some questions after reviewing this letter and would be more than happy to discuss those comments in a face to face meeting with County staff prior to ratification of the contract extension. It should be noted that our proposed schedule is subject to PBC's acceptance of the items presented in this letter.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Frederick W. Schwartz, P.E.
Senior Vice President

FWS/lrcb

Attachments

Cc: Allan Ennis, P.E., AICP – Palm Beach County
Nicholas P. Uhren, P.E. – Palm Beach County
Lorin R.C. Brissett, P.E. – Kimley-Horn and Associates, Inc.



Kimley-Horn
and Associates, Inc.

ATTACHMENT "A"

Attachment "A"
PBC TPS DATABASE
Matrix of Major Remaining Tasks



Major Task	Additional Service ?	Status?		Remarks
		Completed	Pending	
Major Remaining Tasks				
1. The application must be shown to function without error messages and generate appropriate volume reports when all data and information for a given project have been entered correctly by the user. This will require that all outstanding issues related to the core functionality of the application as outlined in PBC comment memoranda be completely addressed. (PBC Traffic)			√	These items are substantially complete. PBC to verify with February 21, 2007 deployment.
2a. KHA Shall certify in writing that all active projects with concurrency approvals issued prior to April 1, 2006 have been entered into the database, and			√	Currently collating this information for delivery.
2b. The data associated with these projects is accurate with respect to the information as represented in their approval certificates and/or letters and the studies upon which they were based. Specifically, KHA shall certify in writing that project location, approved uses, net trip generation and traffic distribution and assignment are substantially correct (errors in less than 5 percent of the projects) as represented in the database. (KHA Certification)			√	ibid
3. KHA shall provide to PBC Traffic a single hard copy of the data collected for all approved projects that have been entered into the database. (PBC Traffic)			√	ibid
4. The application must be coded to prevent common user errors with respect to data entry. (e.g. analysis years prior to the current year should be prohibited, assignment values greater than 100% should be prohibited, etc.) (PBC Traffic)	Yes		√	Additional Service - While this is a desirable feature, this was not a specific task in the original scope and therefore constitutes a future enhancement which is an additional service.
5. Graphic improvements to the user interface and procedure for data entry need to be complete. This includes provision of a "Project Creation Wizard," the ability to perform and present graphically and in tabular format county-wide calculations of volume, LOS, and De Minimis failures; and the ability to create a project summary data page that presents key data for a specified project (location, approved uses, trip generation totals, assignment percentage on links in the radius of influence, etc.) (PBC Traffic)	Partially			These tasks are complete but PBC to verify with February 21, 2007 deployment. It should be noted that the reporting of LOS and De Minimis failures are completed even though the development and testing of these functionalities were not specific Tasks in the original scope and part of the Core Project Purpose. The functionality to create a project summary data page was not a specific item identified in the scope of services and is therefore an additional services. Nonetheless, this feature has been provided to PBC for testing.
6. The web interface must be complete and provide for the full functionality required by the scope of services. This shall include production of volume reports (summary and detail); presentation of static county-wide data including lane geometrics, volume and LOS; deployment of search structure for approved projects in the database; and production of project-specific reports. (PBC Traffic)			√	The output reports required in Task K of the scope of services are scheduled to be updated during the revised project schedule. The reporting of LOS and the deployment of a search structure for approved project though now included were not a specific task in the scope of services.
7. A training session must be held with the consulting community to demonstrate the use and functions of the web interface. (PBC Traffic)		√		KHA conducted one training session with the consulting community as required by Task M of the original Scope of Service.
8. A technical report that summarizes the methodology and procedures used in the development of the database must be submitted by KHA for review and approval by PBC. (PBC Traffic)			√	A draft report has already been reviewed by PBC. The draft report will be finalized during the revised project schedule.
9. The source code must be provided to PBC ISS for review and approval for the in-house database application and the web interface in VB.net. Additionally, KHA will provide the Visual Studio design files for the web interface to PBC ISS for review and approval. (PBC ISS)	Yes - See Remarks		√	Conversion of the source code to VB.net is an Additional Service as it was not specified in the scope of services. KHA and team developed the TPS application using C# (which was included in the programming languages listed on PBC's Future Road Map). The source code will be delivered in the language used to developed the TPS Application per the revised project schedule.
10. The application and web interface must be demonstrated to be fully functional and without error on a PBC ISS production server. (PBC ISS/PBC Traffic)			√	The completion of this Task will be completed per the revised project schedule.

3/9/2007 9:45



Kimley-Horn
and Associates, Inc.

ATTACHMENT "B"



Matrix of Tasks KHA Considers as Additional Services on "In-House Application"

PBC Comment	Additional Service	Status?	
		Resolved	Pending
SECTION 1 – DATA ISSUES			
1.0 General			
3. As part of the annual update to load new count data into the system and allow its use, the database should add a new line to the table of Actual Percent Complete values for every project in the system and copy the value from the previous year. This will serve as a starting point for the annual update of these values. This data entry will be required annually for all projects in the database and needs to be made <u>easy</u> . Selecting and editing each project individually is not appropriate for this task.	√		√
SECTION 2 – APPLICATION ISSUES			
2.0 General			
37. Enable the use of the "Tab", Arrow keys and Enter Key to progress through all entry fields in a data form. Currently the only way to move away from an entry box is by using the mouse. (previous comment). The functionality appears to be working on the Project tab, but still does not exist in the Proposed Uses, Existing Uses or Link Assignments tabs	√		√
39. Logic should be imposed on the data entry at all points where user input is permitted to restrict nonsensical entries. Some examples of restricted data entries include but are not limited to:	√		√
a. Upper and lower bounds for dates (years) and rejection of invalid dates (e.g. 206 instead of 2006)	√		√
b. Controls on percentage assignment for project distribution (max 100)	√		√
c. Requirements that trip generation percent in and out sum to 100	√		√
d. Restrictions on diversion percentages greater than 100	√		√
e. Restrictions on analysis years prior to current year.	√		√
2.1 TPS Administration Toolbar			
2.1.0 User Login			
39.7 The introduction of a user and password system creates the possibility of forgetting a username or password. Is there a way for an absent minded user to receive a hint or at least a list of registered user names to prompt their memory?	√		
2.1.1 Add Layers Button			
40. The Parcel layer should be added to the TPS Data Layer automatically when the "Add TPS Data Layers" button is depressed. Adding this layer manually and forcing the user to rename it creates another source of user error. (previous comment)	√		
41. The layers added to the map should be organized in a logical fashion and appropriate visible scales set to allow rapid drawing at a countywide scale initially.	√		
2.1.4 Add a Diversion			
47. Diversion percentages should be stored on the link level, not the sub-link level.	√		
2.1.5 Recalculate the Link Volume Summary			
52. Will the system-wide calculation of volumes and LOS for links be automated (and performed in off-peak use periods) at final deployment?	√		
2.2 TPS Project Toolbar			
2.2.1 Project Creation Buttons (First 5 buttons)			



Matrix of Tasks KHA Considers as Additional Services on "In-House Application"

PBC Comment	Additional Service	Status?	
		Resolved	Pending
61. After successfully creating a project using any of the three methods allowed AND after successfully replacing the geometry of a selected project, the created project should be selected by default.	√		√
2.2.2 Project Selection			
64. A button should be created next to "Select a Project" that redraws the map to center on the selected project and sets the scale according to its radius of development influence. Resolved. However, the chosen scale is often very large for the small map window. Perhaps the scale should be capped at 1:100000 for larger projects.	√		
65. The selected project should be labeled on the map with its project name.	√		
2.2.6 Project Views			
71. Attempting to use any of the options under the "Project Views" drop-down menu generates the following error:	√		√
71.a Displaying projects by date approved is not useful and should be removed.	√		
2.3 TPS Dockable Window			
2.3.0 General			
73.a The summary report selected when attempting to print should include the proposed used for the project (similar table to Web Interface)	√		
73.b There should be an option to print a map of the radius of influence with the assignment values posted on the links.	√		
75. Going to the "Project" drop-down menu and clicking "Quit" caused the dockable window to become solid gray. Closing, reopening and resizing did not fix this problem. The "Quit" option should be removed.			√
2.3.2 New Land Uses/Existing Land Uses/Summary			
87. Data input error messages that prevent the user from saving or updating a project's data should be more specific. (e.g. "You must enter a year and percentage in the Actual Percent Complete table" instead of "Invalid buildout.")	√		√
2.3.3 Link Assignments			
88. The database should produce an identical table of links in the radius of development influence via the web interface for consultants to use in their traffic study submittal.	√		
89. Add a warning that "Adding a link" without saving the assignment values clears all entered values.	√		√
92. The meaning of the "CLOS" column should be clarified. Resolved, however this column should be removed from the assignment tab because even generalized CRALLS are not used in calculating project significance.	√		√
2.4 TPS Links Toolbar			
2.4.3 Link Detail Report Tool			
105. The column in the link and intersection volume reports designating the type of project for each of the committed developments needs a column header and should be moved to be adjacent to the project name if possible. (modified previous comment). Partially resolved. It is preferred to keep this information in a separate column to enable the user to sort the projects by project type and evaluate the calculation of total traffic by project type and double-count reduction. If this requires the information to be to the right of the volume cells this is acceptable to PBC, but it must be in a separate column.	√		
110. The report should be formatted to print on a single page within Excel.	√		



Matrix of Tasks KHA Considers as Additional Services on "In-House Application"

PBC Comment	Additional Service	Status?	
		Resolved	Pending
2.4.4 Link Summary Report Tool			
117. The table should only contain Sub-Link information for the direct-accessed link(s) of the selected project. Data for all other links in the report should be evaluated at the Link level, as the greater of the two Sub-Links that make up the appropriate parent link.	√		√
2.5 TPS Intersection Toolbar			
2.5.2 Intersection Detail Report			
143. Lane geometrics and CMA analysis have not been included in the intersection report at this time. (previous comment)	√		

3/9/2007 9:57



Kimley-Horn
and Associates, Inc.

ATTACHMENT "C"



Matrix of Tasks KHA Considers as Additional Services on "Web Interface"

PBC Comment	Additional Service	Status?	
		Resolved	Pending
1.0 General			
3. Labels should not be shown on the inset overview map.	√		√
7. As several components of the web interface were not functional at the time of this review, the Traffic Division reserves the right to generate additional comments and issues that may need to be resolved prior to completion of this task when these additional components have been made functional.	√		
7.c. The user should be able to request volume reports that include either "All Projects" or "Approved Projects" only based on several requests made at the consultant training session on 12/15/06.	√		
2.0 Tools			
12. "CRALLS Designations" is not functional at this time and therefore was not reviewed.	√		√
14. "Show De Minimis Failures" is not functional at this time and therefore was not reviewed.	√		√
2.2 Tools: Map Tools			
17. Once the Measure tool button is activated, how does a user stop measuring, clear the measurement points and use a different tool?	√		√
17.a (NEW 12/8/06) The following general tool buttons can be removed: Zoom to active layer and all pan arrows (hand remains).	√		
17.d (NEW 12/8/06) If data fields are to be made visible to the user, aliases need to be used so that the table name and project name are invisible. Only the field name should be included in any table presented to a web user.	√		
17.f (NEW 12/8/06) What is the benefit of selecting a feature in a given data set? Is selection required for any of the volume functions?			
2.3 Tools: Volume Tools			
26. What purpose does the "Radius" button serve? What about the data entry box adjacent to it? From the mock up, the user was supposed to be able to generate a Link Summary Report without having to select a project. They could do this by instead clicking on a link on the map and specifying a radius to determine the area of links to be included. This does not appear to be functional.	√		√
3.0 Search			
31. When a project is found via search, the map should zoom to the approximate radius of development influence, not to the project boundary.	√		√
32. The map should display the selected project distribution percentages on the links in the radius of influence.	√		√
34. A tool button should be added to allow the user to select a project graphically at any time (without making Approved Projects the active layer). When a project has been selected, the "Search" tab should be updated with that project's associated data and the distribution should be shown on the map.	√		√
34.a The user should only be able to select one project at a time. If a new project is selected, the first project should be deselected.	√		√
4.0 Layer			
35. It seems unnecessary to include the Count Stations layer in the application unless the user interface from the in-house application can be made available to a web user in read-only format. This would allow a web user to review the count history at a given location.	√		√
35.a The signals layer needs to be filtered to only display Type 1 and 3 signals (full and school signals). All other devices should not be displayed.	√		



Matrix of Tasks KHA Considers as Additional Services on "Web Interface"

PBC Comment	Additional Service	Status?	
		Resolved	Pending
5.1 Get Link Volumes			
39. Once the error message was generated, the user was required to click on "Reset Map Viewer" to make it go away and generate additional reports. The user should be able to clear the error and try a different scenario for the same link without having to reset to the countywide view and then zoom again.	√		√
5.2 Get Intersection Volumes			
48. Approved projects should be sorted first by type (Res first, then NR), then alphabetically by project name.	√		
49. How are intersection growth rates being calculated? At Forest Hill & SR 7 using 2005 as the base year, the report showed a rate of 12.5% but manually calculation put the rate between 8.7 and 9.5% depending on how the negative link was handled.			
51.a. It is preferable to have the user specify only a base year and analysis year and then have the application generate BOTH the AM and PM peak period reports as separate tabs in the spreadsheet. The user is going to require both periods in nearly every case and forcing the manual creation of both reports separately is inefficient.	√		
5.3 Generate Link Summary Report			
53. It is preferable to have the user specify only a base year and analysis year and then have the application generate BOTH the AM and PM peak period reports as separate tabs in the spreadsheet. The user is going to require both periods in nearly every case and forcing the manual creation of both reports separately is inefficient.	√		

Notes:

3/9/2007 10:21



Kimley-Horn
and Associates, Inc.

ATTACHMENT "D"



Palm Beach County Traffic Performance Standards Database Schedule
 as of 3/09/07
 2nd Revision to Schedule for Completion of Work

Task Description	March-07				April-07				May-07				June-07				July-07			
	WK 1	WK 2	WK 3	WK 4	WK 1	WK 2	WK 3	WK 4	WK 1	WK 2	WK 3	WK 4	WK 1	WK 2	WK 3	WK 4	WK 1	WK 2	WK 3	WK 4
1. Finalize QC Review of Committed Developments in database				X																
2. Finalize review and reconciliation of inclusion of missing active projects with concurrency approvals issued prior to April 1, 2006				X																
3. Refine Graphical User Interface including development of "Project Creation Wizards" and implementation of ability to perform and present graphically and in tabular format, county-wide calculations of volume, LOS and De Minimis failures.				X																
4. Finalize development of link editing tools to allow edits to the link structure/link Edits.				X																
5. Penultimate Deployment of "In House Application"								X												
6a. Train PBC Staff								X												
6. Update web interface to address remaining comments related to core functionality.								X												
7. PBC to Review Data/KHA to reconcile data on PBC Workstations.								X												
8. PBC to complete error free test of procedures including project data entry and volume reporting (PBC)								X												
9. PBC to accept data as final.								X												
10. Finalize technical report								X												
11a. Finalize "In-House Application" Users Guide								X												
11b. Finalize "Web Interface" Users Guide								X												
12. PBC to complete test of updated web interface.								X												
13. Deploy web interface on a Palm Beach County ISS production server.								X												
14. Final "House Keeping" deployment if necessary								X												
15a. Deliver source code for In-House Application to PBC ISS in software language used to develop Application.								X												
15b. Deliver source code for Web Interface to PBC ISS in software language used to develop Web Application.								X												

Notes:
 1. X - Denotes actual deployment and/or final completion of Task.
 2. Projected schedule is contingent upon Palm Beach County's acceptance of those Tasks listed in Attachments "A" through "C" as Additional Services.

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