Agenda Item #: 3-C- (

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: Department:	October 2, 2007	[x]	Consent Workshop	[]	Regular Public Hearing
Submitted By: Submitted For:	Engineering & Pul Roadway Product		•	ent	

Project No.: 1995509C

## **1. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Supplemental Agreement No. 7 to Project Agreement R97-1277D in the amount of \$156,204.22 with Metric Engineering, Inc. (MEI), for professional services.

**Summary:** This Supplemental Agreement will provide the services necessary for Haverhill Road and Dyer Boulevard Intersection Improvements.

District: 7 (PK)

Background and Justification: On September 16, 1997, the Board of County Commissioners (Board) approved an Agreement (R97-1277D) with MEI to provide professional services required to prepare design plans and construction bid documents for Haverhill Road from 45<sup>th</sup> Street to the Bee Line Highway (Project). The County now desires MEI to provide additional services for the improvement of the intersection of Haverhill Road and Dyer Boulevard, as detailed in Exhibit "A" of the attached Supplemental Agreement. At the time of the May 23, 1997, CCNA Selection Committee, the annual goal for Minority Women Business Enterprise participation for professional services was 11.1%. The Small Business Enterprise participation committed for this supplement by MEI is 14.88% overall. The fee, as detailed in Exhibit "A" of the attached Supplemental Agreement, has been negotiated as just and reasonable compensation as follows:

Total: \$156,204.22

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

#### Attachments:

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

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Recommended	by: Dy Omelas act	umand 8/21/07	Mm
	Division Director	Date	
Approved By:_	S. T. Will	<u> </u>	
	<sup>0</sup> County Engineer	Date	

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# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2008 \$226,535 -0- -0- -0- -0- \$226,535	2009 -0- -0- -0- -0- -0-	2010 -0- -0- -0- -0- -0- -0-	2011 -0- -0- -0- -0- -0-	2012 -0- -0- -0- -0- -0-
# ADDITIONAL FTE POSITIONS (Cumulative)  Is Item Included in Current Budget Acct No.: Fund 350 Progr	<u>0</u> Dept. <u>361</u>	Yes <u>X</u> Unit <u>11</u>	<u>′                                    </u>	No <u>.</u> 6505.	

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

Transportation Improvement Fund Haverhill Rd/N of Caribbean to Bee Line Hwy

Authorization - Basic Services	\$126,071.22
- Reimbursables	\$ 30,133.00
Consultant Authorization	\$156,204.22
Contingency	\$ 7,820.78
Staff Costs-Roadway	\$ 31,245.00
-ROW	\$ 7,820.00
-Eng Services	\$ 7,820.00
~Traffic	\$ 15,625.00
Fiscal Impact	\$226,535.00

C. D	Departmental Fiscal Review: _	<u>. 60</u>	light	
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# III. REVIEW COMMENTS

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

	Sambut 9-5-07	Contract Dev/and Control
	OFMB (%)4/1	Contract Dev and Control
3.	Approved as to Form	This item complies with current

and Legal Sufficiency:

**Assistant County Attorney** 

County policies.

C. Other Department Review:

**Department Director** 

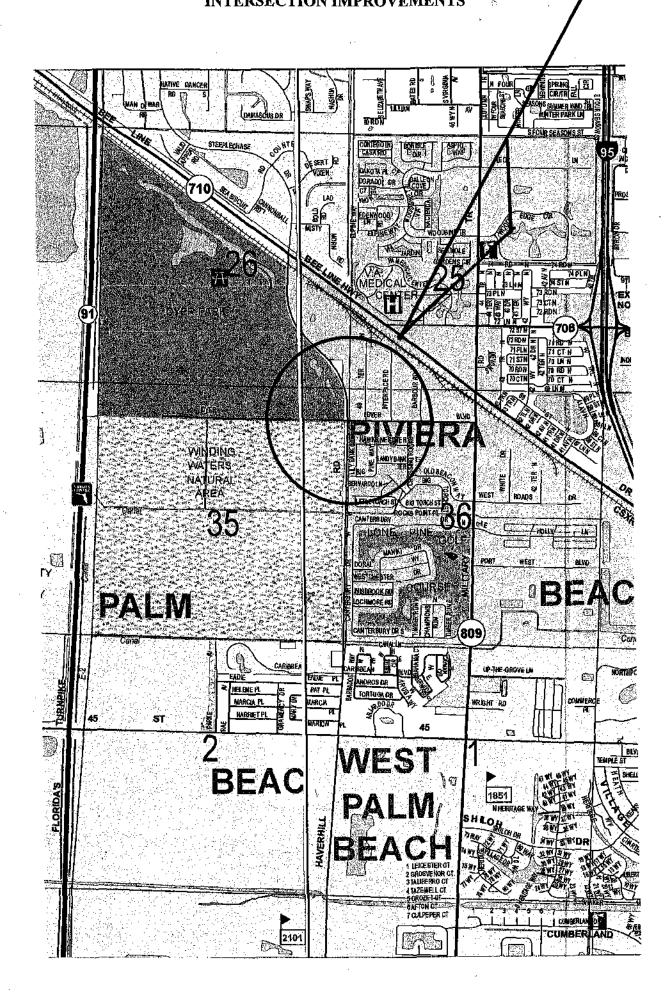
This summary is not to be used as a basis for payment.

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# PROJECT LOCATION

PROJECT #1995509C





#### **ATTACHMENT 2**

## SUPPLEMENTAL AUTHORIZATION BETWEEN

# PALM BEACH COUNTY AND METRIC ENGINEERING, INC.

## FOR PROFESSIONAL ENGINEERING SERVICES ON

# INTERSECTION IMPROVEMENTS PROJECT NO.: 1995509C

# PALM BEACH COUNTY, FLORIDA

THIS SUPPLEMENTAL AGREEMENT No. 7, made and entered into this day of
2007 by and between Palm Beach County, hereinafter COUNTY, and
Metric Engineering, Inc., a Florida Corporation with an address of 2081 Vista Parkway, Suite 310,
West Palm Beach, Florida, 33411, hereinafter CONSULTANT.

# **WITNESSETH**

WHEREAS, the COUNTY and CONSULTANT entered into a Project Agreement dated September 16, 2007 (R97-1277D), to provide professional engineering services for the design of Haverhill Road from 45<sup>th</sup> Street to Beeline Highway, Palm Beach County, Florida (hereinafter PROJECT); and

WHEREAS, the COUNTY now desires for the CONSULTANT to provide additional services for the improvement of the intersection of Haverhill Road and Dyer Boulevard; and

RE: Haverhill Road and Dyer Boulevard Intersection Improvements
Project No. 1995509C

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

Basic Services in a lump sum fee of \$126,071.22;

Reimbursable Expenses (not to exceed) \$30,133.00

Totaling \$156,204.22.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

- 1. The **CONSULTANT** agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK & FEE".
- 2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
- The CONSULTANT agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Agreement.
- 4. The CONSULTANT has provided a Letters of Intent to perform as an SBE as described in Exhibit "D" of the Agreement.
- 5. The **COUNTY** agrees to pay the **CONSULTANT** a fee of One Hundred Fifty Six Thousand Two Hundred Four Dollars and 22/100 Cents (\$156,204.22).
- 6. The CONSULTANT agrees to indemnify, defend and hold harmless the COUNTY against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the CONSULTANT.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated **September 16, 1997** (R97-1277D), and;

Supplements and Amendments thereto, shall remain in full force and effect.

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

Basic Services in a lump sum fee of \$126,071.22;

Reimbursable Expenses (not to exceed) \$30,133.00

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- The CONSULTANT agrees to indemnify, defend and hold harmless the COUNTY against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the CONSULTANT.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated **September 16, 1997 (R97-1277D)**, and;

Supplements and Amendments thereto, shall remain in full force and effect.

# RE: Haverhill Road and Dyer Boulevard Intersection Improvements Project No. 1995509C

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

OWNER:	CONSULTANT:
Palm Beach County, Florida, a Political Subdivision of the State of Florida	Metric Engineering, Inc. a Florida Corporation
BOARD OF COUNTY COMMISSIONERS	
BY:Addie L. Greene, Chairperson	BY: Carlos A. Duart President
ATTEST: Sharon R. Bock, Clerk & Comptroller Circuit Court	CORPORATE SEAL
BY: Deputy Clerk	WITNESS:
SEAL	BY: tetrice for kATRINA KERR
APPROVED AS TO TERMS AND CONDITIONS:	(Printed Name)
BY: Sty Onles A. Furnant Department Head	BY: Wanley Par
APPROVED AS TO FORM & LEGAL SUFFICIENCY:	(Printed Name)
County Attornoy	

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# EXHIBIT "A"



WEST PALM BEACH OFFICE 2081 VISTA PARKWAY - SUITE 310 WEST PALM BEACH, FL 33411 PHONE: (561) 640-1306 FAX: (561) 640-1312

# **SCOPE OF SERVICES**

# HAVERHILL ROAD

Dyer Boulevard Intersection

PALM BEACH COUNTY PROJECT NO. 95509B

C

# SUPPLEMENTAL AGREEMENT NO. 7

August 2, 2007

Prepared by:
Metric Engineering, Inc.
2081 Vista Parkway, Suite 310
West Palm Beach, Florida 33411
561-640-1306
mmarquez@metriceng.com

METRIC PLAZA - CORPORATE HEADQUARTERS 13940 S.W. 136 STREET, MIAMI, FL 33186 DESIGN: SUITE 200 - CEI: SUITE 107

PHONE: (305) 235-5098 - FAX: (305) 251-5894

ACCT. & PERSONNEL FAX: (305) 235-5271

WWW.METRICENG.COM

IAMI

## **EXHIBIT A**

# HAVERHILL ROAD / DYER BOULEVARD INTERSECTION

#### **SCOPE OF SERVICES**

The Scope of Services for Supplemental Agreement No 7 consist of operational improvements to the Haverhill Rd./ Dyer Blvd Intersection, as discussed in a meeting held in Palm Beach County Roadway Department on July 25<sup>th</sup>, 2006.

The improvements will consist of resurfacing and widening of the existing intersecting roadways to add turn lanes to match the following configuration:

South Approach:

Right Turn (length: 280' + 50' taper);

Left Turn (length: 185' + 50' taper)

North Approach:

Left Turn (length: 280' + 50' taper), address potential transition

conflict with another left turn lane located to the north.

East Approach:

Shared thru-left lane (length: 280' +50' taper)

Extended Right Turn (length: 300' east to 49<sup>th</sup> Terrace.) Alignment should transition to add one additional through lane which will become

a "drop right" just west of 49th Terrace.

West Approach:

None proposed, except as needed to match the east approach new lanes

configuration.

Lane Widths should be as follows:

Through Lanes: 11' min. Left Turn Lanes: 12'

Right Turn Lanes: 11' + 5' Paved shoulders (between through and right)

Paved Shoulders: 5'

The intersection will be signal controlled. No curb and gutter is preferred at this location, and no profile modifications are expected. Drainage will be addressed by means of swales. Swales will be reshaped to address quality requirements, the outfall will discharge to the EBP-9A canal through the Dyer Park lakes. Metric will research drainage easements previously agreed upon by SWA as part of the original Haverhill Rd. project.

New survey will be required to address new areas of improvements as well as to replace existing outdated metric units survey performed 9 years ago.

Palm Beach County is to provide current aerial photography of the project area. Pavement cores of the existing pavement will be performed and tested as part of the geotechincal services for use for the pavement design. Plans will be prepared in compliance with the latest Palm Beach County Standards as described in the Thoroughfare Roadway Design Procedures dated February 2006 as amended for this assignment.

Metric Engineering will provide all basic services listed below using any applicable data or information previously acquired for PBC Project No. 95509 (Haverhill Road from 45<sup>th</sup> Street to Beeline Highway) and approved Supplemental Agreements and will utilize subconsultants, subject to approval by Palm Beach County, for the services listed under Reimbursable Services.

# SEGMENT I MODIFICATIONS

# A. BASIC SERVICES

- 1. Roadway Analysis
- 2. Roadway Plans
- 3. Drainage Design
- 4. Permitting
- 5. Utility Coordination
- 6. Pavement Marking and Signing Plans
- 7. Signalization Analysis & Plans

# B. OPTIONAL SERVICES

- 1. Utility Verification Survey
- 2. Tree Survey

# C. <u>REIMBURSABLE SERVICES</u>

- 1. Geotechnical Services
- 2. Permit Fees
- 3. Out of Pocket Expenses
- 4. Design Survey

# A. BASIC SERVICES

# 1. Roadway Analysis

The following is a list of task to be performed as part of the initial Roadway / Intersection Analysis:

The following is a list of tasks to be performed.

- A. Horizontal/Vertical Master Design Files consists of modifications to existing conditions, revised horizontal and vertical geometry and drainage structure features.
- B. Cross Section Design Files according to revised typical sections, horizontal alignment and vertical geometry.

- C. Design Report
- D. Computation Book and Quantities
- E. Cost Estimate
- F. Technical Special Provisions.
- G. Field Reviews required to obtain data necessary for design.

# 2. Roadway Plans

Roadway plans will be prepared based on the intersection improvements discussed on July 25, 2006 Meeting.

# 3. <u>Drainage Design</u>

Drainage Design will be an open system consisting of swales for treatment, with the outfall discharging into the Dyer Park Lakes through a drainage easement. Metric will research existing easements to determine the closest discharge point.

## 4. Permitting

Metric Engineering, Inc. in close coordination with Palm Beach County will process all permits required.

# 5. <u>Utility Coordination</u>

Utility Coordination services are required in connection with utility coordination meetings during the development of the final design.

# 6. Pavement Marking and Signing Plans

Pavement Marking and Signing Plans will be prepared in accordance with County Standards.

## 7. Signalization Analysis & Plans

Metric Engineering, Inc. will provide Signalization Analysis and Plans for the proposed new signal at the intersection of Haverhill Road and Dyer Boulevard. The new signal will be designed with mast arms and shall be in accordance with Palm Beach County Traffic Division's current requirements. Palm Beach County is responsible to provide all traffic data required for the Signal Analysis and Design.

# B. OPTIONAL SERVICES

# 1. <u>Utility Verification Survey</u>

Metric Engineering, Inc. will provide a survey crew to record the locations of existing underground utilities installed in Segment I after the previous utility verification was done, when exposed by the utility owners. This work will be coordinated with Palm Beach County Roadway Production and will be provided on an hourly basis as required to verify utilities.

# 2. Tree Survey

Tree Survey requirements will be determined during design. A Supplemental Agreement for those services will be submitted a that time.

# C. <u>REIMBURSABLE SERVICES</u>

# 1. Geotechnical Services

See attached proposal for Geotechnical Services by Tierra, Inc.

## 2. Permit Fees

# 3. Out of Pocket Expenses

Metric Engineering, Inc. will provide all printing services for the construction plan review and permitting process for Segment I. The cost of plan reproduction for the above items and all utility coordination printing will be invoiced at \$0.25 per sheet for half size plans, including utility coordination plans and permit agency submittals. Half size plan submittals shall be required at the final plans submittals. The cost of reproduction of these half size plans shall be invoiced at actual costs. In addition, utility coordination plan sets will be required.

## 4. Design Survey

See attached proposal for Design Survey by Brown & Phillips, Inc.

PALM BEACE COUNTY

PEC PROJ. 95509B

FRQJECT: HAVERHELLRID. Dyn Boulened Intersociou Supplement Agounem No. 7

Morto Degineering, inc.
Vina Center
2081 Vina Perkway, Sulto 310.
Wort Pain Bench, FL 33411
(201) 640-1306 FAX (561) 640-1312.

Date 9-Aug-07 Ervised

PRICE PROPOSAL

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BASIC SERVICES		
Total Activity Cost Admand Grei, Chead, F. Benefite & 168% SUBTOTAL (Balary plus overfread) Lump sump For Operating Marging 10% Subtotal (salary related cost)	0/56 C X 00187118 / 00	* 295% mushpher
RASIC LUMP SUM PEE	\$128,071,22	
REMBIRSABLE EXPENSES Subs: Terra inc. Brown & Philips	64.119.00 \$18,135.00	
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PERCENTS:	00'000'9\$	
BASIC MINIMIEN PEE	V \$156.294.22	

# Project Activity 4: Roadway Analysis

Estimator:

Form Revised 6/6/05

Haverhill Road / Dyer Boulevard Intersection Supplement No. 7 95509 B

No of Hours / Total Task Task Units Comments Hours No. Units Unit 4.1 Typical Section Package LS 12 North, South and East approach 12 LS 4.2 Pavement Design Package 4 Evaluation of pavement cores for pavement design for resurfacing 4.3 Access Management LS 0 0 4.4 Horizontal /Vertical Master Design Files LŞ 120 120 4.5 Cross Section Design Files LS 90 30 cross-sections @100' spacing 4.6 Traffic Control Analysis LS 0 LS 4.7 Master TCP Design Files 0 0 4.8 Design Variations and Exceptions LS 0 0 LS 4.9 Design Report 1 16 16 4.10 Computation Book & Quantities LS 40 1 40 4.11 Cost Estimate LS 16 16 @ 96%, 100% and Final Plans 8 hrs +4 + 4 4.12 Technical Special Provisions LS 0 0 4.13 Other Roadway Analysis LS 0 Roadway Analysis Technical Subtotal **√298** 4.14 Field Reviews LS 2 P X 2Hrs X 3 Field Reviews 12 LS 4.15 Technical Meetings 2 P X 3Hrs X 3 Meetings 18 18 4.16 Quality Assurance/Quality Control LS % 0% 4.17 Independent Peer Review `LŞ % 0% 4.18 Supervision LS 0% 0 **√30** Roadway Analysis Nontechnical Subtotal 3% **>** 10 4.19 Coordination 4. Roadway Analysis Total V<sub>338</sub>

# Project Activity 5: Roadway Plans

Estimator:

Haverhill Road / Dyer Boulevard Intersection Supplement No. 7 95509 B

Task No.	Taşk	Scale	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	8	1	8	
5.2	Summary of Pay Items-including Quantity Input		Sheet	0	0	0	0	
5.3	Drainage Map		Sheet	1	20	1	20	
5.4	Interchange Drainage Map		Sheet	0	0	0	0	
5.5	Typical Section Sheets		Sheet	2	18	2	36	
5.6	General Notes/Pay Item notes		Sheet	1	12	1	12	
5.7	Summary of Quantities		Sheet	1	20	1	20	
5.8	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.10	Summary of Drainage Structures		Sheet	1	16	1	16	
5.11	Optional Pipe/ Culvert Material		Sheet	1	0	1	0	
5.12	Project Layout		Sheet	0	0	0	0	
5.13	Plan/Profile Sheet		Sheet	0	0	0	0	
5.14	Profile Sheet		Sheet	6	16	6	96	
<b>5</b> .15	Plan Sheet		Sheet	6	16	6	96	
5.16	Special Profile		Sheet	0	0	0	0	
5.17	Back of Sidewalk Profile Sheet		Sheet	0	0	0	G	-
5.18	Interchange Layout Sheet		Sheet	0	0	0	0	
5.19	Ramp Terminal Details (Plan View)		Sheet	0	. 0	Ö	0	
5.20	Intersection Layout Details		Sheet	1	16	1	16	
5,21	Miscellaneous Detail Sheets		Sheet	1	12	1	12	
5.22	Drainage Structure Sheet (per Structure)		EA	10	3	2	30	
5.23	Miscellaneous Drainage Detail Sheets		Sheet	1	12	1	12	

# Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours / Unit	No. of Sheets	Total Hours	Comments
5.24	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.25	Lateral Ditch Cross sections		EA	0	0	0,	0	
5.26	Retention/Detention Ponds Detail Sheet		Sheet	0	0	0	0	
5.27	Retention Pand Cross Sections		EA	0	0	0	0	
5.28	Cross-section Pattern Sheet		Sheet	0	0	0	0	
5.29	Roadway Soil Survey Sheet		Sheet	1	2	1	2	
5.30	Cross Sections		EA	30	0.5	10	15	
5.31	Traffic Control Plan Sheets		Sheet	0	0	0	0	
5.32	Traffic Control Cross Section Sheets		EA	0	0	0	0	·
5.33	Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.34	Utility Adjustment Sheets		Sheet	0	0	0	0	
5.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.36	Erosion Control Plan		Sheet	0	0	0	0	
5.37	SWPPP		Sheet	0	0	0	0	
5.38	Project Control Network Sheet		Sheet	0	0	0	0	
5.39	Interim Standards		LS	0	0		0	
5.40	Utility Verification Sheet (SUE data)		Sheet	0	0	0 \	0	
	Roadway Plans Technic	al Subto	tal			36	× 391	
5.41	Quality Assurance/Quality Control		LS	%	0%		0	
5.42	Supervision		LS	%	0% \		0	
	· ·		5.	Roadway	Plans Total	36	391	

# Project Activity 6: Drainage Analysis

Estimator:

Form Revised 6/6/05

Haverhill Road / Dyer Boulevard Intersection Supplement No. 7 95509 B

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Location	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	4	5	20	
6.4	Design of Roadway Ditches	Per Ditch Mile	1	16	16	Conveyance
6.5	Design of Outfalls	EA	1	16	16	
6.6	Design of Stormwater Management Facility (Offsite Pond)	EA	0	0	0	
	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per System	1	40	40	Water Quality
6.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	
6.9	Design of Storm Drains	EA	0	0	0	
6.10	Optional Culvert Material	LS	0	0	0	
6.11	French Drain Systems	Per 1000 Feet of French Drain	1	24	24	·
6.12	Drainage Wells	EA	0	0	0	
6.13	Drainage Design Documentation Report	LS	1	60	60	
6.14	Preparation of Bridge Hydraulic Report	EA	0	0	0	
6.15	Temporary Drainage Analysis	LS	0	0	0	
6.16	Cost Estimate	LS	0	0	0	
6.17	Technical Special Provisions	LS	1	0	0	

# Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
6.18	Other Drainage Analysis	LS	1	0 <	0	
	Drainage Analysis Techni	`	V 176			
6.19	Field Reviews	LS	0	0	0	Included
6.20	Technical Meetings	LS	1	12	12	
6.21	Quality Assurance/Quality Control	LS	%	0%	0	
6.22	Independent Peer Review	LS	%	0%	0	
6.23	Supervision	LS	%	0%\	0	
	Drainage Analysis Nontech	nical Subtotal			V 12	
6.24	Coordination	LS	%	3%	V 6	
		194				

# Project Activity 7: Utilities

Estimator:

Haverhill Road / Dyer Boulevard Intersection Supplement No. 7

Form Revised 6/6/05

95509 B

Task No.	TASK	Units	No of Units	Hours / Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	4	4	2 People x 2 Hrs
7.2	Identify Existing UAOs	LS	1	7	7	1 Hr/Utility
7.3	Make Utility Contacts	LS	1	0	.0	
7.4	Exception Coordination	LS	1	0	0	
7.5	Pretiminary Utility Meeting	LS	1	4	4	2 People x 2 Hrs
7.6	Individual/Field Meetings	LS	1	4	4	1 Person x 2 meetings x 2 hrs
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	7	7	1 Hr / Utility
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	6	6	2 People x 3 Hrs (Pot hale Meeting)
7.10	Review Utility Markups, Work Schedules, Processing of Schedules and Agreements	LS	1	0	0	
7.11	Utility Coordination / Followup	LS	1	14	14	2 Hrs / Utility
7.12	Utility Constructability Review	LS	1	14	14	
7.13	Additional Utility Services	LS	1	0	0	
. 7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-out	LS	1	0	0	
7.17	Other Utility	LS	1	0	\ 0	•
		60				

# **Project Activity 8: Environmental Permits**

Estimator:

Haverhill Road / Dyer Boulevard Intersection Supplement No. 7 95509 B

Form Re	evised 6/6/05				· - · · · ·	95509 B
Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Preliminary Project Research	LS	1	16	16	
8.2	Complete Permit Involvement Form	LS	1	0	0	
8.3	Establish Wetland Jurisdictional Lines	LS	1	0	0	Not anticipated
8.4	Agency Verification of Wetland Data	LS	1	0	0	Not anticipated
8.5	Complete And Submit All Required Permit Applications	LS	1	60	60	SFWMD, NPBCID and Tree Removal Permit for outfall. Includes response to Agency RAI's.
8.6	Prepare Dredge and Fill Sketches	LS	1	0	0	
8.7	Prepare USCG Permit Sketches	LS	1	0	0	
8.8	Prepare Easement Sketches	LS	1	0	0	
8.9	Prepare R/W Occupancy Sketches	LS	1	0	0	
8.10	Prepare Coastal Construction Control Line (CCCL) Permit Sketches	LS	1	0	0	
8.11	Prepare Tree Permit Information	LS	1	0	0	
8.12	Mitigation Coordination and Meetings	LS	1	0	0	
8.13	Mitigation Design	LS	1	0	0	
8.14	Environmental Clearances	ĿS	1	O	C	
8.15	Other Environmental	LS	1	0	0	
	Environmental Permits Technical	Subtotal			76	
8.16	Technical Meetings	LS	1	8	8	2 Meetings x 2 Hrs x 2 People
8.17	Quality Assurance/Quality Control	LS	%	0%	0	
8.18	Supervision	LS	%	0%	0	
	Environmental Permits Nontechnica	l SubTotal			√ 8	
8.19	Coordination	LS	%	5%	4	
		8. Enviror	nmental Pe	rmits Total	≥ 88	

# Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Haverhill Road / Dyer Boulevard Intersection Supplement No. 7 95509 B

Form Revised 6/6/05

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LŞ	1	0	0	
19.3	Reference and Master Design File	LS	1	60	60	
19.4	Multi Post Sign Support Calculations	EA	0	0	0	
19.5	Sign Panel Design Analysis	EΑ	0	0	0	
19.6	Sign Lighting/Electrical Calculations	EΑ	0	0	0	
19.7	Quantities	LS	1	12	12	
19.8	Computation Book	LS	<sup>-</sup> 1	0	0	
19.9	Cost Estimate	LŞ	1	6	6	
19.10	Technical Special Provisions	LS	1	0	0	
19.11	Other Signing and Pavement Marking	L\$	1	0	0	
Sig	ning & Pavement Marking Analysis	<b>Fechni</b>	cal Sub	total	78	
19.12	Field Reviews	LS	1	4	4	1 Person x 2 Reviews x 2 Hrs
19.13	Technical Meetings	LS	1	2	2	1 Person x 1 Meeting x 2 Hrs
19.14	Quality Assurance/Quality Control	LS	%	0%	0	
19.15	Independent Peer Review	LS	%	0%	0	
19.16	Supervision	LS	%	0%	0	
Signi	ing & Pavement Marking Analysis No	ontech	nical Su	ubtotal	√ 6	

# Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.17	Coordination	LS	%	3%	3	
	19. Signing & Pavement	Markir	ng Analy	/sis Total	87	

# Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Haverhill Road / Dyer Boulevard Intersection Supplement No. 7 95509 B

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	4	1	4	
20.2	Summary of Pay Items-including CES Input		LS	1	0	0	0	
20.3	Tabulation of Quantities		Sheet	1	8	1	8	
20.4	General Notes / Pay Item Notes		Sheet	1	6	1	6	*
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	6	6	6	36	
20.7	Typical Details		EA	0	0	0	0	
20.8	Guide Sign Work Sheet (s)		EA	0	0	0	0	
20.9	Traffic Monitoring Site	-	EA	0	0	0	0	
20.10	Cross Sections		EA	0	0	0	0	
20.11	Special Service Point Detail		EΑ	0	0	0	0	
20.12	Special Details		LS	0	0	0	0	
20.13	Interim Standards		LS	0	0	0	0	
	•			-	-	√ 9	√ 54	
20.14	Quality Assurance/Quality Control		LS	%	0%		0	
20.15	Supervision		LS	%	0%		0	
	20. Signing & Pavement Markin	g Plans	V 9	<b>√</b> 54				

# Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator:

Road / Dyer Boulevard Intersection Supplement No. 7 95509 8

Form	Revised	6/6/0

		De		Product	ion						
Task No.	Task	Units	No. of Units	Hours per Unit	No. of Sheets	Total		Comments			
	General Drawings										
9.1	Index of Drawings	sheet	0	0	0	0					
	Project Layout	sheet	0	0	0	0					
	General Notes and Bid Item Notes	sheet	0	0	0	0					
	Incorporate FDOT Standards	sheet	0	0	0	0			=		
9.5	Incorporate Report of Core Borings	sheet	0	0	0	0					
9.6	Existing Bridge Plans	LS	1	0		0					
9.7	Computation Book and Quantities	LS	1	0		0					
9.8	Cost Estimate	LS	1	0		0	L				
9.9	Technical Special Provisions	LS	1	0		0					
Si	ructures - Miscellaneous Tasks & Dr. S	awings ubtotal		٠	0	0					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	0	0	. 0	0	0	0	0	0		
	Bridge 2	0									
	Bridge 3	0									
	Retaining Walls	0								0	
18	Miscellaneous Structures	- 40									40
	Structures Technical Subtotals	√ 40	0	0	0	0	0	0	0	0	<b>4</b> 0
Task No.	Task	Units	No. of Units	Hours per Unit	Total			Com	ments		
9.10	Field Reviews	LS	1	0	0						
	Technical Meetings	LS	1	4	4	2 persor	x 2 hrs :	x 2 meeti	ngs		
	Quality Assurance / Quality Control	ĻŞ	%	0%	0		_				
	Independent Peer Review	LS	%	0%	0						
9.14	Supervison	L\$	%_	0%	0	<u> </u>	_				
	Structures Non-Technical S	ubtotal			V 4	\			·	·	
9.15	Coordination	LS	%	2%	\ 1						
9. S1	ructures - Miscellaneous Tasks & Dra Non-Technical, & Coordinatio			V 45				•			

# Project Activity 18: Miscellaneous Structures

Estimator: Form Revised 3/28/05 Haverhill Road / Dyer Boulevard Intersection Supplement No. 7 95509 B

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Totai Hours	Comments					
110.			С	oncrete Bo	x Culvert							
18.1	Concrete Box Culverts	EA	0	0		0						
18.2	Concrete Box Culverts Extensions	EA	0	0		0						
	Strain Poles											
		Initial Config	0	0		0						
18.3	Steel Strain Poles	EA Add'l Config	0	0		0						
•		Initial Config	0	0		0						
18.4	Concrete Strain Poles	EA Add'i Config	0	0		0						
_	Mast Arms											
18.5	Mast Arms	EA Pole	4	10	2	40	Assumes standard mast arm design.					
			Overhead	& Cantilev	er Sign Stri	uctures						
18.6	Cantilever Sign Structures	EA	0	0		0						
18.7	Overhead Span Sign Structures	EA	0	0		0						
18.8	Special (longspan) Overhead Span Sign Structures	EA	0	0		0						
18.9	Monotube Overhead Sign Structure	EA	0	0		0						
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA	0	0		0						
			High	Mast Ligh	ting Fixture	95						
18.11	High Mast Lighting Structures	EA	0	0		0						
•			Sound B	arrier Wall:	s (Ground I	Mount)						
18.12	Horizontal Wall Geometry	EA Wall	0	0		0						
18.13	Vertical Wall Geometry	EA 500 feet of Wall	0	C		0						
18.14	Semi-Standard Drawings	Sheet	0	0		0						
18.15	Control Drawings	Sheet	0	0		0	<u> </u>					

# Project Activity 18: Miscellaneous Structures

18.16	Design for Wall Height Covered by Standards	EA Design	0	o		0	
18.17	Design for Wall Height Not Covered by Standards	EA Design	0	0		0	
18.18	Aesthetic Details	EA	0	0		0	
				Special Str	ructures		
18.19	Special Structures	LS	1	0		0	
18.20	Other Structures	LS	1	0		0	
		18. Miscellane	ous Struc	V 2	√ 40		

# Project Activity 21: Signalization Analysis

#### **Estimator**:

Form Revised 6/6/05

Haverhill Road / Dyer Boulevard Intersection Supplement No. 7 95509 B

Task No.	Task	Units	No.	Hours/ Units	Total Hours	Comments
	Traffic Data Collection	LS	1	0	0	
21.2	Traffic Data Analysis	PI	2	0	0	
21.3	Signal Warrant Study	LS	1	0	0	
21.4	System Timings	LS	1	8	8	
21.5	Reference and Master Signalization Design File	PI	1	40	40	
21.6	Reference and Master Interconnect Communication Design File	LS	1	0	0	
21.7	Overhead Street Name Sign Design	EΑ	4	2	8	
21.8	Pole Elevation Analysis	LS	1	2	2	
21.9	Traffic Signal Operation Report	LS	1	0	0 -	
21.10	Quantities	LS	1	6	6	
21.11	Cost Estimate	LS	1	4	4	
21.12	Technical Special Provisions	LS	1	0	0	
21.13	Other Signalization	LS	1	0	0	
	Signalization Analysis Technica	l Subte	otal		V 68	
21.14	Field Reviews	LS	1	8	8	2 ppl x 2 hrs x 2 reviews
21.15	Technical Meetings	LS	1	8	8	2 ppl x 2 hrs x 2 meetings
21.16	Quality Assurance/Quality Control	LS	%	0%	0	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	0%	0	·
	Signalization Analysis Nontechni	cal Sul	ototal	<b></b>	√ 16	
21.19	Coordination	LS	%	0%	0	
	19. Signali	zation	Analys	sis Total	84	

# Project Activity 22: Signalization Plans

Estimator:

Haverhill Road / Dyer Boulevard Intersection Supplement No. 7 95509 B

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	1	2	1	2	
	Summary of Pay Items-including CES Input		Sheet	0	0	0	0	
22.3	Tabulation of Quantities		Sheet	1	8	1	8	
22.4	General Notes/Pay Item notes		Sheet	1	4	1	4	
22.5	Plan Sheet		Sheet	1	8	1	8	
22.6	Interconnect Plans		Sheet	0	0	0	0	·
22.7	Traffic Monitoring Site		EA	0	0		0	
22.8	Guide Sign Work Sheet		ΕA	4	2		8	
22.9	Special Details		Sheet	1	6	1	6	
22.10	Special Service Point Details		EA	1	8		8	
22.11	Mast Arm / Monotube Tabulation Sheet		PI	1	4	·1	4	
22.12	Strain Pole Schedule		Pl	0	0		0	
22.13	TCP Signal (Temporary)		EA	0	0		0	
22.14	Temporary Detection Sheet		PI	0	0		0	
22.15	Utility Conflict Sheet		Sheet	0	0	0	0	
22.16	Interim Standards		LS	1	0		0	
Signalization Plans Technical Subtotal				√ 6	<b>\_48</b>			
22.17	Quality Assurance/Quality Control		LS	%	0%		0	
22.18	Supervision		LS	%	0%		0	
	22. Signalization Plans Totai					6	V 48	

StaffHours 050107.xls 22. Signalization Plans



May 1, 2007 Revised September 22, 2006

Metric Engineering, Inc. 2081 Vista Parkway, Suite 310 West Palm Beach, Florida 33411-2719

Attn: Mr. Ross Shillingford, P.E.

Re: Proposal for Geotechnical Services

Estimated Scope and Cost Proposal – Soil Survey For Haverhill Road and Dyer Boulevard Improvement

Palm Beach County, Florida

Tierra Proposal No.: 0609-364 revised

#### Dear Ross:

As requested, Tierra, Inc. is pleased to submit this revised proposal for the above-referenced project. The proposal is based on an email from Mr. Ross Shillingford, P.E. on September 21, 2006. It is our understanding that the project will include widening at the intersection to provide turn lanes. The approaches will be widened about 1000 feet to the east, north and south. This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

#### PROPOSED SCOPE OF WORK

All work performed by Tierra, Inc. will be in general accordance with FDOT standards. The roadway borings will be performed at regular intervals selected by Metric Engineering, and all borings will be 6 feet in depth. A total of 10 borings will be performed along the widening portions of the roadway. Additionally, we propose to perform three (3) Borehole Permeability tests and three (3) Pavement cores.

Within the borings, undisturbed sample collection will be performed in general accordance with the requirements of ASTM D 1587. Borings will be approximately located in the field by our personnel

Metric Engineering, Inc. Proposal No. 0609-364 revised Page 2

by measuring distances with a tape from known reference points. We assume that others will identify any underground utilities existing in the exploratory area. Elevations at boring locations can be interpreted from topographic plans if furnished by others.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. The study will be summarized in accordance with the FDOT's Soil and Foundation Manual, 2004.

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

#### ESTIMATED FEES

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 Tierra's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, it is estimated that the total fee will be approximately \$5,119.

Our estimate covers the work needed to present our findings and recommendations in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

This estimated fee assumes that the site is readily accessible to our truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to our truck-mounted drill rig are not included in this proposal.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consisting with good engineering practice.

## SCHEDULE AND AUTHORIZATION

Tierra will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork will take about 2 days to complete. The written report can be submitted about 2 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, Inc. 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 Président

Attachments: Fee Estimate

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

# TIERRA, INC. ATTACHMENT 1 - FEE ESTIMATE GEOTECHNICAL SERVICES - SOIL SURVEY HAVERHILL ROAD IMPROVEMNT PALM BEACH COUNTY, FLORIDA

		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
		UNITS	UNIT RATE	COST
I.	FIELD EXPLORATION – MOBILIZATION		· · · · · · · · · · · · · · · · · · ·	
	A. Mobilization of Drill Rig and Equipment			
	1. Truck Rig			
	a. 0 - 50 mile radius	1 Each	\$300.00	\$300.00
	B. Stake Borings and Utilities Clearance and MOT Coordination by Sr. Eng. Technician	5 Hours	\$65.00	\$325.00
	C. Flagmen			
	1. 1-Man Crew (including Safety Equipment)	1 Day	\$800.00	\$800.00
	2. 2-Man Crew	0 Hours	\$50.00	\$0.00
	D. Hole-to-Hole Movers	0 Each	\$100.00	\$0.00
П.	FIELD EXPLORATION – ROADWAY		· 	· · · · · · · · · · · · · · · · · · ·
	A. Auger Borings (10 @ 6 feet))	60 Feet	\$8.50	<b>&gt;&gt;</b> \$510.00
	B. Borehole Permeability Tests (Includes 10 feet deep auger borings)	3 Tests	\$275.00	√ \$825.00
	C. Pavement Cores	3 Cores	\$50.00	\$150.00
	D. Generator plus Core Machine	1 Day	\$250.00	\$250.00
ш.	LABORATORY TESTING			
	A. Visual Examination/Stratification by Project Eng.	2 Hours	\$75.00	\$150.00
	B. Laboratory Tests			
	1. Organic Content	2 Each	\$45.00	\$90.00
	2. Natural Moisture Content	2 Each	\$12.00	\$24.00
	3. Full Sieve Analysis	2 Each	\$60.00	\$120.00

# TIERRA, INC. ATTACHMENT 1 - FEE ESTIMATE GEOTECHNICAL SERVICES - SOIL SURVEY HAVERHILL ROAD IMPROVEMNT PALM BEACH COUNTY, FLORIDA

			<del></del>					
	UNITS	UNIT RATE	COST					
IV. ENGINEERING AND TECHNICAL SERVICES								
1. Project Manager	1 Hours	\$125.00	\$125.00					
2. Senior Project Engineer	2 Hours	\$115.00	\$230.00					
3. Project Engineer	10 Hours	\$100.00	\$1,000.00					
4. Senior Engineering Technician	0 Hours	\$65.00	\$0.00					
5. Engineering Technician I	0 Hours	\$55.00	\$0.00					
6. CADD or Engineering Technician II	4 Hours	\$55.00	\$220.00					
7. Clerical	0 Hours	\$30.00	\$0.00					
TOTAL FEES								



July 31, 2007

Mr. Martin Marquez Metric Engineering, Inc. 2081 Vista Parkway Suite 310 West Palm Beach, FL 33411

Re: Haverhill Road - Dyer Blvd. Intersection - Design Survey

Dear Mr. Marquez:

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

#### SCOPE OF SERVICES

## I. BASELINE CONTROL

Using the information supplied by Palm Beach County, we will establish the Right-of-Way for the intersection of Haverhill Road and Dyer Blvd. A traverse will be run through the route and all found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control. The Palm Beach County Survey Department will supply all the sectional control information along the proposed route.

The limits of the survey are as follows:

South Approach: 1,000' south of the centerline of Dyer Blvd.

North Approach: 1,000' north of the centerline of Dyer Blvd.

East Approach: 1,300' east of the centerline of Haverhill Road

West Approach: 200' west of the centerline of Haverhill Road

Marquez July 31, 2007 Page 2

# II. BASELINE LAYOUT

We will lay out the baselines at 100-foot intervals setting appropriate points at each station. The baseline will be laid out within the limits of approximate 3,500' total length. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks.

# III. REFERENCE POINTS

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

#### IV. TOPOGRAPHY

A topographic survey will be performed along the route. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, etc. These locations will show all features within the corridor from right of way to right of way extending to 10 feet outside the proposed right of way if provided. The survey will also include the survey of the outfall easement area.

#### V. BENCH LEVELS

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

# VI. CROSS SECTIONS

Cross sections will be done along the route at 100-foot intervals. These cross sections will cover the roadway to the right of way line and extend to 25 feet outside of the right of way.

# VII. PARCEL SKETCH AND LEGAL DESCRIPTION

We will prepare a legal description and sketch for an outfall easement (approx. 30' x 100'). This sketch will be based on record ownership data and record plats provided by Palm Beach County. The sketch will be consistent with the requirements of Palm Beach County and Florida Minimum Technical Standards. We have estimated one (1) easement for this project at \$450.00.

Marquez July 31, 2007 Page 3

# VIII. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide Metric Engineering with Microstation V8 file in the version requested. Any additional work will be done on an hourly basis as approved by you. The proposed cost for this project is \$18,139.00 (\$17,689.00 for survey + \$450.00 for legal & sketch). Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Sincerely,

Brown & Phillips, Inc.

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

ol ERUE

JEP/kk

Accepted This \_\_\_\_\_ Day Of \_\_\_\_\_, 2007.

Metric Engineering

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

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

# ATTACHMENT "A"

# Haverhill Road - Dyer Blvd. Intersection - Design Survey

Description: Roadway Survey Size: 3,500' +/-

Date of Proposal: July 31, 2007

	3 MAN	CADD	SURVEY					
TASK	FIELD	TECH	TECH	PLS	COMMENTS			
Baseline Control	18		15	8	Establish control and right-of-way			
Baseline Layout 100' Sta	12		2		Lay out baseline at 100' intervals (35 stations)			
Reference Points	5	1	1		Set 4 references			
Topography	26		6	2	Locate all above ground features (topo outfall easement)			
Bench Levels	10		2		Set benchmarks along corridor			
Cross-Sections	32		6	2	At 100' intervals 25' outside R/W (heavy traffic)			
CADD Base Drawing		22	8	3	Prepare cadd drawing			
Total Hours	103	√ 23	\ 40	15				
Rate/Hour	\$117.00	\$66,00	\$64.00	\$104.00				
Sub-total	J\$12,051.00	V\$1,518.00	\$2,560.00	\$1,560.00				
Total Price	\$17,689.00							

# EXHIBIT "B"

PROJECT: <u>Haverhill Road and Dyer Boulevard Intersection Improvements</u>

PROJECT NO: 1995509C

CONSULTANT: Metric Engineering, 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, as festry, marital status, or sexual orientation.

Marquez, P.E., Vice President

F:\ROADWAY\CCNA\1995\95509\95509C\Supp7\Supp7\_Affidavit.doc

# CONFLICT OF INTEREST DISCLOSURE FORM

ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:
Townson in any marrier with the positionnance of services for the County, except as follows.
(Attach additional sheets as needed.)
ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County.
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ENGINEER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the ENGINEER.
If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of ENGINEER would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the ENGINEER shall not enter into said association, interest or circumstance.
THIS DISCLOSURE is submitted by Martin Marquez, P.E., , as
(Name of Individual)
<u>Vice President</u> , of <u>Metric Engineering, Inc.</u> (Title/Position) (Firm Name of ENGINEER)
(Title/Position) (Firm Name of ENGINEER) who hereby certifies that the information stated above is true and correct. Further, it is hereby
acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an
unethical business practice and is grounds for parctions against future County business with the
Consultant.
(S: 41-1) (S: 41-1)
(Signature) (Date)
Pavised 01/27/06

Revised 01/27/05

# EXHIBIT "C"

Participation2 819-819

# Engineering & Public Works Roadway Production

#### 08/15/2007

# PARTICIPATION FOR MWBE/SBE CONSULTANTS

**Supplement Number 7** 

Project Name:

Haverhill Road from 45th Street to Beeline Hwy.

Project No.: <u>1995509</u>

Prime Consultant:

Metric Engineering, Inc.

Prime Contact Person: Martin Marguez, P.E.

Telephone No.:

(561) 640-1306

10/02/2007

Resolution Date: <u>09/16/1997</u>

Supplement date:

Res#: <u>R-97-1277-D</u>

Department: Engineering & Public Works

Name / Address / Telephone of Minority Sub-Consultant	Type / Description o Work Performed by		Contract Dollar Amount for Sub-Consultant					
	Sub-Consultant		Black	Hispanic	Other	Women	White Male	
Brown & Phillips, Inc. 901 NORTHPOINT PKY STE 305	Surveyor	MWBE	0.00	0.00	0.00	0,00		
WEST PALM BEACH, FL 33407 (561) 615-3988		SBE	18,139.00	0.00	0.00	0.00	0.00	
Tierra, Inc. 2765 VISTA PKY STE 10	Geolechnical	MWBE	0.00	5,119.00	0.00	0.00		
WEST PALM BEACH, FL 33411 (561) 687-8536		SBE	0.00	0.00	0.00	0.00	0.00	
		Total MWBE	0.00	5,119.00	0.00	00.0		
		%		3.27				
Total Supplement Amount:	156,204.22	Total SBE %	18,139.00	0.00	0.00	0.00	0.00	

# EXHIBIT "D"

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

TO: Metric Engineering, Inc.	
(NAME OF PRIME CONSULTANT)	
2081 Vista Parkway, Suite 310, West Palm Beach, Florida 33411 (ADDRESS)	<del></del>
Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."	
CONTACT PERSON & TITLE:	
FROM: Brown & Phillips, Inc.	
SUB-CONSULTANT (Prime if SBE or M/WBE)	
901 Northpoint Parkway, Suite 305, West Palm Beach, Florida 33407 (ADDRESS)	
561-615-3988 561-615-3986 (TELEPHONE No.) (FAX No.)	—
CONTACT PERSON: Mr. John E. Phillips III, P.L.S.	
TITLE: Principal EMAIL: john@brown-phillips.com	
The undersigned intend to perform work in connection with the above project as (can individualX_a corporationa partnershipa joint venture	heck one):
B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE *: X YES NO HYES, Ch  * MBE:BLHWBEO(Other)	eck all that apply:
* SBE: X_BL H WBE O(Other) White l	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 proje particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or Marticular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or Marticular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or Marticular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or Marticular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or Marticular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or Marticular work items or parts thereof to be performed by the sub-consultant).	
1. Activity Provided: Surveyor Services	
2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT:  NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.	<u>%</u>
The undersigned will enter into a formal agreement for the described work with the above-named prime c executed agreement with Palm Beach County.	onsultant upon an
** Prime's information if an SBE or M/WBE.	
Project: <u>Haverhill Road and Dyer Boulevard Intersection Improvements</u> Proj	ect No.: <u>1995509C</u>
Brown & Phillips, Inc.  NAME OF SUB-CONSULTANT FIRM (PRIME IT SBE OF M/WBE)	
Anthony Brown	
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)	-
BY: SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE	ž)
(SIGNATURE OF AUTHURIZED REFRESENTATIVE) (DATE	*7

Rev.Dec03

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

TO: Metric Engineering, Inc. (NAME OF PRIME CONSULTANT)	
2081 Vista Parkway, Suite 310, West Palm Beach, Florida 33411	
(ADDRESS)  Note: If Prime is an SBE of 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, Florida 33411 (ADDRESS)	
<u>561-687-8536</u> <u>561-687-8570</u>	
(TELEPHONE No.) (FAX No.)  CONTACT PERSON: Mr. Raj Krishnasamy, P.E.	
TITLE: Vice President EMAIL: raj@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:BLX_HWBEO(Other)	_
* SBE :BLHWBEO(Other) White Male	
ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR MWBE CERTIFICATION	
The undersigned is prepared to perform the following described work in connection with the project (specify in deta particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:  1. Activity Provided: Geotechnical Services	il,
1. Activity Provided. Geolechincal Services	
2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT: 3.27 %  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.	
** Frime's information if an SBE or M/WBE.	
Project: <u>Haverhill Road and Dyer Boulevard Intersection Improvements</u> Project No.: <u>1995509C</u>	
TIERRA, INC.	
NAME OF SUB-CONSULTANT FIRM (PRIME ASSESSED IN MARKE)	
Raj Krishuasamy, P.E., Vice President	
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)	
BY: August 15, 2007	
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)	
Rev,Dec03	

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