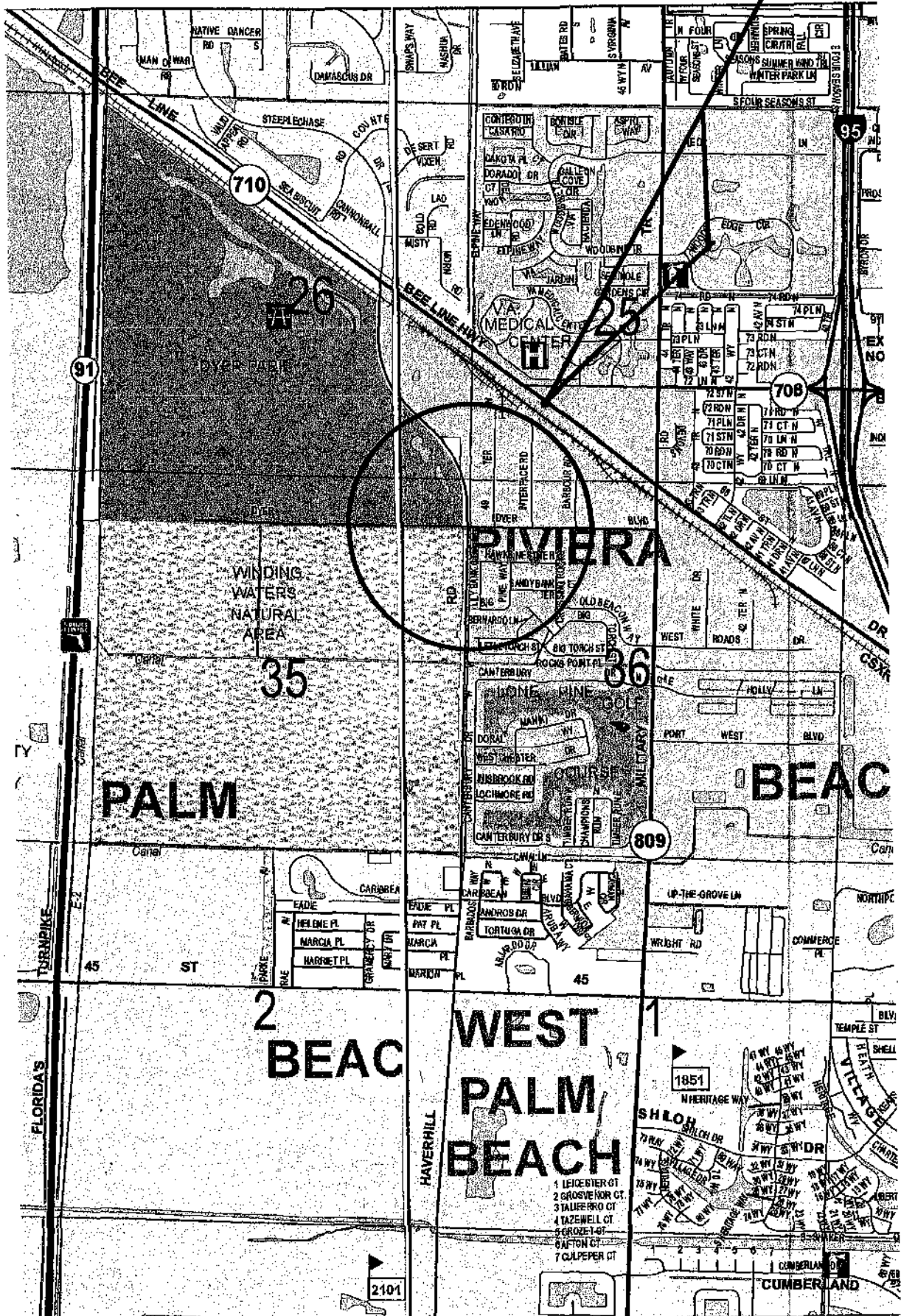


PROJECT LOCATION
PROJECT #1995509C
HAVERHILL ROAD AND DYER BOULEVARD
INTERSECTION IMPROVEMENTS



LOCATION SKETCH

ATTACHMENT 2

SUPPLEMENTAL AUTHORIZATION BETWEEN

**PALM BEACH COUNTY
AND
METRIC ENGINEERING, INC.**

FOR PROFESSIONAL ENGINEERING SERVICES ON

**HAVERHILL ROAD AND DYER BOULEVARD
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 45th 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.
3. 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.

**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:

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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.

**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:

Palm Beach County, Florida, a
Political Subdivision of the
State of Florida

CONSULTANT:

Metric Engineering, Inc.
a Florida Corporation

BOARD OF COUNTY COMMISSIONERS

BY: _____
Addie L. Greene, Chairperson

BY: Carlos A. Duarte
Carlos A. Duarte
President

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

CORPORATE SEAL

BY: _____
Deputy Clerk

WITNESS:

BY: KATRINA KERR
KATRINA KERR
(Printed Name)

SEAL

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Ormelis A. Fernandez
Department Head

BY: Harney Perez
Harney Perez
(Printed Name)

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Paul F. Jones
County Attorney

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

MIAMI - ORLANDO - PANAMA CITY - SUMMERFIELD - DELAND - WEST PALM BEACH - MONTGOMERY - CHIPLEY - MAITLAND

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 25th, 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 49th 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 geotechnical 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 45th 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. REIMBURSABLE SERVICES

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. Drainage Design

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. Utility Coordination

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. Utility Verification Survey

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 at that time.

C. REIMBURSABLE SERVICES

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.

Metro Engineering, Inc.

Visa Center

2081 Vista Parkway, Suite 310

West Palm Beach, FL 33411

(561) 640-1306 FAX (561) 640-1312

PALM BEACH COUNTY

PROJECT: HAVREHILL RD.

Dyer Boulevard Interconnection

Supplement Agreement No. 7

PRICE PROPOSAL

Date: 9-Aug-07

Revised

SUMMARY OF SERVICES	Chief Engineer		Senior Professional Structural		Project Manager		Project Superintendent		Project Engineer/Inspector		Significant Task		TOTALS	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate		
Roadway Analysis	0	\$0.00	0	\$0.00	44	\$1,848.00	0	\$0.00	202	\$6,464.00	92	\$2,116.00	338	\$10,428.00
Roadway Plans	0	\$0.00	0	\$0.00	58	\$2,436.00	0	\$0.00	137	\$4,364.00	196	\$4,508.00	391	\$11,328.00
Drainage Analysis	0	\$0.00	0	\$0.00	21	\$882.00	0	\$0.00	126	\$4,008.00	48	\$1,104.00	194	\$6,996.00
Utilities	0	\$0.00	0	\$0.00	9	\$362.00	0	\$0.00	18	\$719.00	36	\$928.00	60	\$1,696.00
Permits	0	\$0.00	0	\$0.00	14	\$562.00	0	\$0.00	49	\$1,538.00	26	\$668.00	89	\$2,722.00
Signing & Pavement Markings Analysis	0	\$0.00	0	\$0.00	8	\$336.00	0	\$0.00	31	\$992.00	48	\$1,104.00	87	\$2,432.00
Signing & Pavement Markings Plans	0	\$0.00	0	\$0.00	4	\$168.00	0	\$0.00	20	\$640.00	30	\$760.00	54	\$1,488.00
Structure Summary & Misc. Tasks & Dwg's	0	\$0.00	10	\$440.00	2	\$84.00	18	\$712.00	0	\$0.00	15	\$345.00	45	\$1,461.00
Miscellaneous Structures	0	\$0.00	4	\$176.00	2	\$84.00	34	\$1,364.00	0	\$0.00	0	\$0.00	40	\$1,416.00
Signalization Analysis	0	\$0.00	0	\$0.00	4	\$168.00	0	\$0.00	20	\$640.00	30	\$760.00	84	\$2,468.00
Signalization Plans	0	\$0.00	0	\$0.00	4	\$168.00	0	\$0.00	20	\$640.00	24	\$652.00	48	\$1,360.00
	0	\$0.00	14	\$516.00	167	\$7,216.00	52	\$1,796.00	651	\$20,832.00	943	\$12,633.00	1429	\$42,765.00

Printing & Repro. 30 sets x 50 sheets @ \$1.00 \$1,500.00
 30 sets 12 size x 50 sheets x \$.25 sheet \$375.00
 30 sets 12 size x 50 sheets x \$.25 sheet \$1,875.00

BASIC SERVICES	
Total Activity Cost	\$42,765.00
Admin & Gen. Overhead, F. Benefits @ 165%	\$21,245.25
SUBTOTAL (Salary plus overhead)	\$114,610.25
Lump sum For Operating Margin 10%	\$11,461.02
Subtotal (salary related cost)	\$126,071.27
BASIC LUMP SUM FEE	\$126,071.27
REMITTABLE EXPENSES	
Subs:	
Terra, Inc.	\$5,119.00
Brown & Phillips	\$18,188.00
Printing & Reproduction	\$1,875.00
PERMITS:	
SFVIND	\$5,000.00
BASIC MINIMUM FEE	\$158,264.22

* 2.95% Multiplier

Project Activity 4: Roadway Analysis

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

Estimator:
Form Revised 6/6/05

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

Project Activity 5: Roadway Plans

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

Estimator:

Task No.	Task	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	
5.15	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	0	
5.18	Interchange Layout Sheet		Sheet	0	0	0	0	
5.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	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 Pond 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 Technical Subtotal								
						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

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

Estimator:
Form Revised 6/6/05

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	
6.7	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 Technical Subtotal					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 Nontechnical Subtotal					12	
6.24	Coordination	LS	%	3%	6	
6. Drainage Analysis Total					194	