

Agenda Item is over 50 pages can be reviewed in the Minutes Department.

Agenda Item #: 3-C-2

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

Meeting Date:	May 6, 2008	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:					
Submitted By:	Engineering & Public Works Department				
Submitted For:	Roadway Production Division				

Project No. : 2003503

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Supplemental Agreement No. 5 to Project Agreement R2004-0621 in the amount of \$63,767.28 with Metric Engineering, Inc. for professional services.

Summary: This Supplemental Agreement will provide the services necessary to revise the Pond Siting Report and the Right-of-Way procurement map for Northlake Boulevard from Seminole Pratt Whitney Road to Coconut Boulevard.

Districts: 1 and 6 (PK)

Background and Justification: On April 13, 2004, the Board of County Commissioners (Board) approved an Agreement (R2004-0621) with Metric Engineering, Inc. (MEI) to provide professional services required to prepare design plans and construction bid documents, and to address related highway matters for Northlake Boulevard from Seminole Pratt Whitney Road to Coconut Boulevard (Project). Palm Beach County now desires MEI to revise the Pond Siting Report and the Right-of-Way procurement map for the Project, as detailed in Exhibit "A" of the attached Supplemental Agreement. In accordance with PPM No. CW-F-050, this Supplemental Agreement must be approved by the Board since the cumulative value of additional services now exceeds \$200,000. The Small Business Enterprise (SBE) goal for the Project is 15%. The SBE participation committed for this supplement by MEI is 64.86%. The fee, as detailed in Exhibit "A" of the attached Supplemental Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$ 14,952.35	(Pond Siting Report Revisions, Geotechnical Services).
Reimbursable Expenses (Not to Exceed) \$	20,138.39	(Environmental, Reprographics).
Optional Services (Not to Exceed).....	<u>\$ 28,676.54</u>	(Revise Plans, Right-of-Way Procurement Map, Drainage Modification, Environmental Site Assessment).
Total: \$		<u>63,767.28</u>

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

Attachments:

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

=====

Recommended by: *[Signature]* **Division Director** 3/25/08 **Date**

Approved By: *[Signature]* **County Engineer** 4/8/08 **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$79,728	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$79,728	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No ___
Budget Acct No.: Fund 3503 Dept. 361 Unit 0966 Object 6505.
Program

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

Road Impact Fee Fund - Zone 3
Northlake Blvd/Seminole Pratt to Coconut Blvd

Supplement #5 - Basic Services	\$14,952.35
- Reimbursables	\$20,138.39
- Optional Services	\$28,676.54
Authorization	\$63,767.28
Contingency	\$ 3,190.72
Staff Costs-Roadway	\$ 6,380.00
-ROW	\$ 1,600.00
-Eng Services	\$ 1,600.00
-Traffic	\$ 3,190.00
Fiscal Impact	\$79,728.00

C. Departmental Fiscal Review: R. D. Ward 3/19/08

III. REVIEW COMMENTS

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

Jan D. [Signature] 4.15.08
OFMB
① 4/15/08 SP 4/10/08 CM 4/18/08

[Signature] 4/17/08
Contract Dev. and Control
to Jan 4/17/08

B. Approved as to Form and Legal Sufficiency:

This item complies with current County policies.

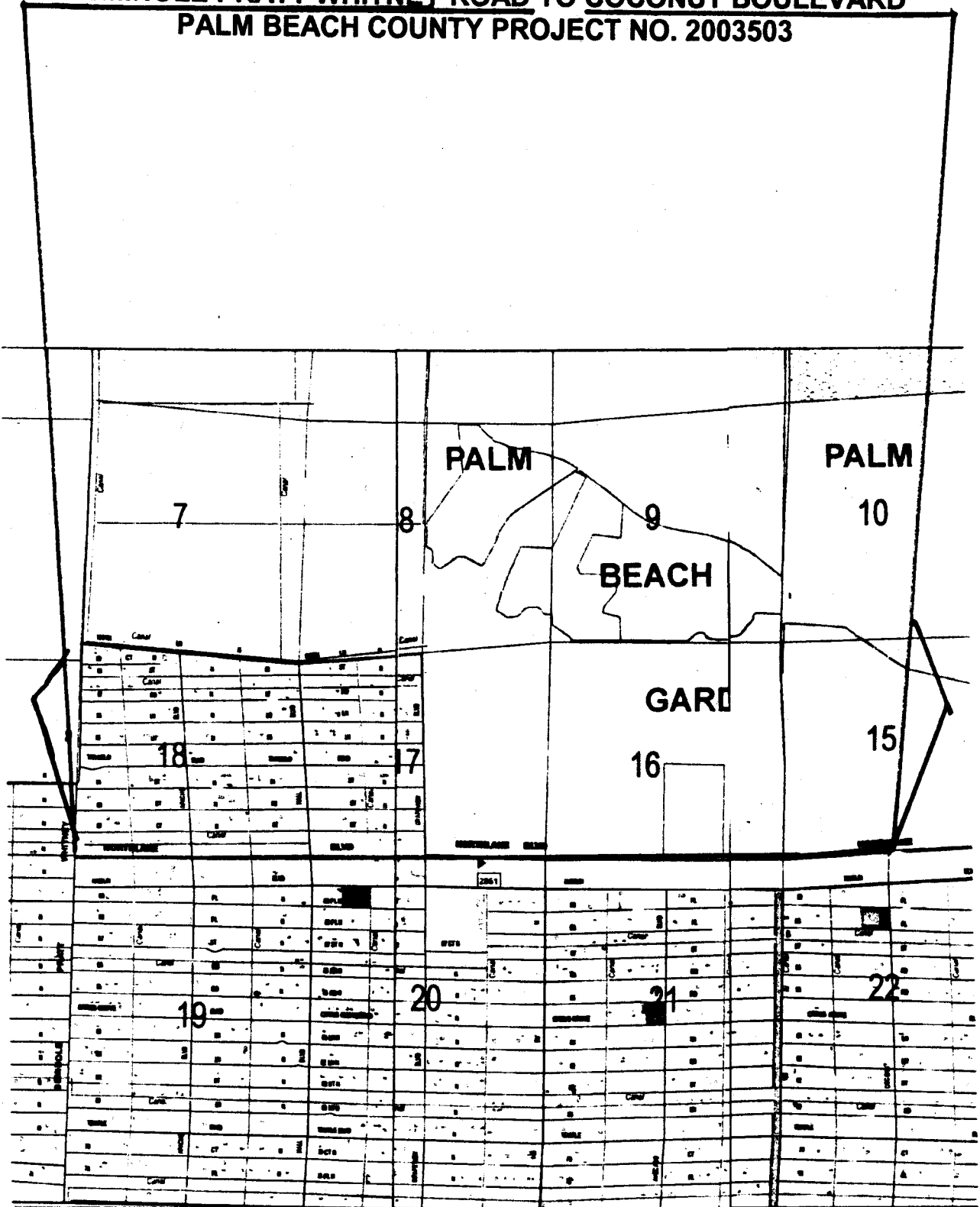
Paul R. [Signature] 4/18/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

**NORTHLAKE BOULEVARD
SEMINOLE PRATT WHITNEY ROAD TO COCONUT BOULEVARD
PALM BEACH COUNTY PROJECT NO. 2003503**



LOCATION SKETCH

ATTACHMENT 2

**SUPPLEMENTAL AGREEMENT BETWEEN
PALM BEACH COUNTY
AND
METRIC ENGINEERING, INC.
FOR PROFESSIONAL ENGINEERING SERVICES ON**

**NORTHLAKE BOULEVARD
SEMINOLE PRATT WHITNEY ROAD TO COCONUT BOULEVARD
PROJECT NO.: 2003503**

PALM BEACH COUNTY, FLORIDA

**THIS SUPPLEMENTAL AGREEMENT No. 5, made and entered into this day of
_____ 2008 by and between Palm Beach County, hereinafter COUNTY,
and, Metric Engineering, Inc. (MEI), 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 April
13, 2004 (R2004-0621), to provide professional engineering services for the design of Northlake
Boulevard from Seminole Pratt Whitney Road to Coconut Boulevard, Palm Beach County,
Florida (hereinafter PROJECT); and**

**WHEREAS, the COUNTY now desires for the CONSULTANT to revise the Pond Siting
Report and the Right-of-Way procurement map. In addition, optional services are included
to address revisions to the roadway plans for the PROJECT; and**

**RE: Northlake Boulevard from Seminole Pratt Whitney Rd. to Coconut Blvd.
Project No. 2003503**

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 \$14,952.35;

Reimbursable Services (Not to exceed) \$20,138.39;

Optional Services (Not to exceed) \$28,676.54;

Totaling \$63,767.28

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 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 Sixty-Three Thousand Seven Hundred Sixty-Seven Dollars and Twenty-Eight Cents (\$63,767.28).
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 **April 13, 2004 (R2004-0621)**, and;

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

RE: Northlake Boulevard from Seminole Pratt Whitney Rd. to Coconut Blvd.
Project No. 2003503

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: *Ross Shillingford*
Ross Shillingford, P.E.
Palm Beach Design Manager

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

CORPORATE SEAL

BY: _____
Deputy Clerk

WITNESS:

BY: _____

SEAL

(Printed Name)

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: *Donna A. Farnoff*
Department Head

BY: _____

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

(Printed Name)

County Attorney

