



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$453,476	-0-	-0-	-0-	-0-
Additional Match (Cty)	\$ 36,079	-0-	-0-	-0-	-0-
External Revenues (FDOT)	<\$239,555>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$250,000</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

Is Item Included in Current Budget? Yes  No   
 Budget Acct No.: Fund 320 Dept. 301 Unit 1134 Object 6505  
 Program

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

Transportation Improvement Fund  
 Forest Hill Blvd & Congress Ave Intersection Imp

Consultant Services - Basic Services	\$185,588.75
- Reimbursables	\$ 33,701.49
- Optional Services	\$ 93,435.07
Total Authorization	\$312,725.31
Contingency	\$ 15,640.69
Staff Costs-Roadway	\$ 62,550.00
-ROW	\$ 15,640.00
-Eng Services	\$ 15,640.00
-Traffic	\$ 31,280.00
Project Costs	\$453,476.00
Funding Available (FDOT)	<\$239,555.00>
Additional Funding Required	\$213,921.00
Complete County Match Requirement	\$ 36,079.00
Fiscal Impact	\$250,000.00

Funding for this project comes from a \$250,000 FDOT County Incentive Grant Program which was approved by the Board on May 1, 2007. As noted at that time, the County's 50% match would come from Intersection Reserves at the time of awarding the design contract. This has been done with this item by means of a \$250,000 non-board transfer from FY 2006 Road Program allocation for intersections.

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

*A. White* 5.5.08  
 OFMB *5/5/08 CN 4/28/08*

*Jim J. Jacob* 5/16/08  
 Contract Dev. and Control *5/15/08*

**B. Approved as to Form and Legal Sufficiency:**

*Paul F. L.* 5/17/08  
 Assistant County Attorney

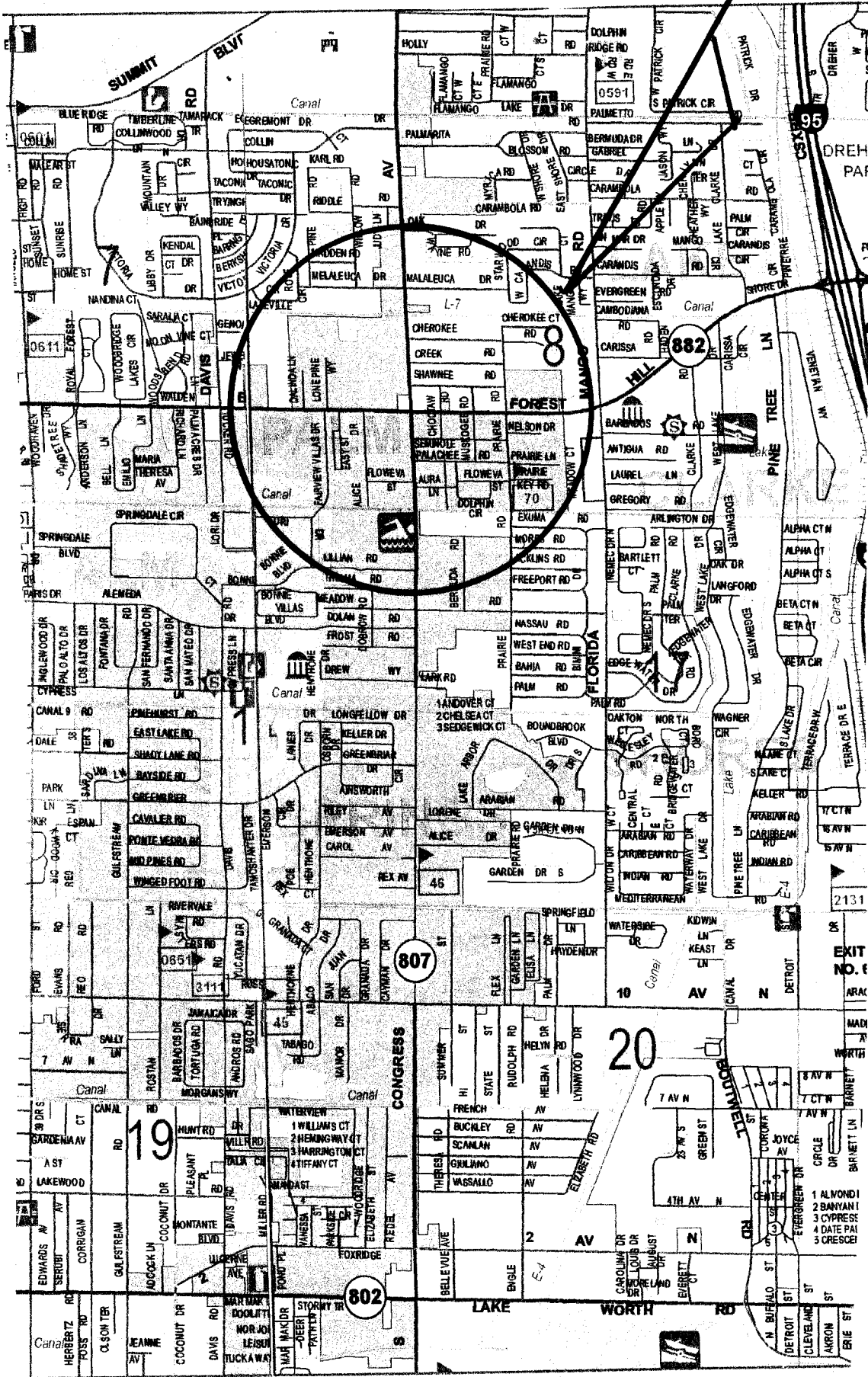
This Contract complies with our contract review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

# FOREST HILL BOULEVARD AND CONGRESS AVENUE INTERSECTION IMPROVEMENTS PALM BEACH COUNTY PROJECT NO. 2004102



LOCATION SKETCH

ATTACHMENT 2

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

This is an Agreement made as of \_\_\_\_\_, 2008 between **Palm Beach County, Florida (COUNTY)** and **R. J. Behar & Company, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 12008 South Shore Boulevard, Suite 207, Wellington, Florida 33414, and having Federal Tax I.D. #65-0954070. The COUNTY intends to construct intersection improvements at **Forest Hill Boulevard and Congress Avenue Intersection, Project No. 2004102** (hereinafter called the **PROJECT**).

The COUNTY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by COUNTY as set forth below.

**SECTION 1 - BASIC SERVICES OF CONSULTANT**

1.1 General

1.1.1 The CONSULTANT shall perform professional design services in connection with the PROJECT as hereinafter stated which shall include normal civil engineering services, more particularly described in Exhibit "A" (Scope of Services).

1.1.2 The CONSULTANT shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by AASHTO, and the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. Plans shall be based on the North American Datum of 1983 (NAD 83) 1990 Adjustment and the North American Vertical Datum of 1988 (NAVD 88). They shall be accurate, legible, complete in design, drawn to scale, and shall be suitable for bidding purposes, unless otherwise stated in Exhibit "A".

1.1.3. The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to the COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this project. The CONSULTANT acknowledges that the COUNTY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this contract, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT accepts the relationship of trust and confidence established by this Agreement, and covenants with the COUNTY to cooperate with the COUNTY and to utilize the CONSULTANT'S skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this project. The CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTY'S stated objectives and recognized professional engineering standards.

The CONSULTANT further contracts with the COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Agreement first written. It is specifically understood that the

Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the project.

1.1.4 Prior to commencement of design, the **CONSULTANT** shall become familiar with the needs of **COUNTY** Microstation standards, obtain any seed or Microstation files, CADD standards, and standard sheets so that Microstation deliverables can be utilized by the **COUNTY**. **CONSULTANT** shall submit electronic files (in Microstation compatible format and Adobe PDF format) of the design, survey, and any related data used for the project, with the final document(s) submittal, or when otherwise directed by **COUNTY**.

1.1.5 The **CONSULTANT** shall provide to the **COUNTY** all cost summaries/estimates and "Summary of Pay Items" on disk and/or electronic file (as requested). The **CONSULTANT** shall apply descriptions to the pay items as called out in the **COUNTY'S** "Standard Nomenclature" listing, which is available from Roadway Production.

## **SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

### **2.1 Services Requiring Authorization in Advance**

If authorized in writing by the **COUNTY'S** authorized representative, the **CONSULTANT** shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.9 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Summary, Exhibit "B". These will be paid for by the **COUNTY**, only when specifically authorized and in accordance with Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the **COUNTY**.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, the **COUNTY'S** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the **CONSULTANT'S** control.

2.1.4. Preparing documents for alternate bids requested by the **COUNTY** for contractor(s) work which is not executed or documents for out-of-sequence work.

2.1.5. Furnishing the services of special consultants for other than the services included in Exhibit "A".

2.1.6. Services during out-of-town travel required of the **CONSULTANT** other than visits to the site or the **COUNTY'S** office as required by Section 1.

2.1.7. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.1.8. Preparing to serve or serving as a consultant or witness for the **COUNTY** in any litigation or other legal proceeding involving the **PROJECT**.

2.1.9. Additional services in connection with the **PROJECT**, including services which are to be furnished by the **COUNTY** in accordance with Article 3, and services not otherwise provided for in this Agreement.