

**Agenda Item #: 3-C-4**

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

|                       |                                       |                                     |          |                          |                |
|-----------------------|---------------------------------------|-------------------------------------|----------|--------------------------|----------------|
| <b>Meeting Date:</b>  | October 7, 2008                       | <input checked="" type="checkbox"/> | Consent  | <input type="checkbox"/> | Regular        |
|                       |                                       | <input type="checkbox"/>            | Workshop | <input type="checkbox"/> | Public Hearing |
| <b>Department:</b>    |                                       |                                     |          |                          |                |
| <b>Submitted By:</b>  | Engineering & Public Works Department |                                     |          |                          |                |
| <b>Submitted For:</b> | Roadway Production Division           |                                     |          |                          |                |

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Supplemental Agreement No. 8 to Project Agreement 1997511C under contract R-2001-0357 in the amount of \$8,032.88 with Metric Engineering, Inc. for professional services.

**SUMMARY:** This Supplemental Agreement will provide the services necessary for the preparation of construction plans for a pedestrian pathway along the east side of Seminole Pratt Whitney Road from Seminole Ridge High School to Persimmon Boulevard.

District 6 (PK)

**Background and Justification:** On March 13, 2001, the Board of County Commissioners (Board) approved an Agreement R-2001-0357 with Metric Engineering, Inc. (MEI) to provide professional services required to prepare design plans and construction bid documents for the Seminole Pratt Whitney Road from Sycamore Drive to Orange Boulevard (Project). Palm Beach County now desires MEI to prepare advance and separate construction plans for a pedestrian pathway along the east side of Seminole Pratt Whitney Road from Seminole Ridge High School to Persimmon Boulevard 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. At least two days prior to approving any future additional services, the Contract Review Committee will provide each Commissioner with the proposed changes. At the time of the May 9, 2000 CCNA Selection Committee meeting, the annual goal for Minority Women Business Enterprise participation for professional services was 11.1%.

**(Continued on page 3).**

**Attachments:**

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

Recommended by: \_\_\_\_\_

|   |                                    |
|---|------------------------------------|
| Division Director   | Date                               |
| Approved By: <u>          <i>A. T. Webb</i>          </u> | <u>          9/29/08          </u> |
| County Engineer   | Date                               |

**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years             | 2009                  | 2010              | 2011              | 2012              | 2013              |
|--------------------------|-----------------------|-------------------|-------------------|-------------------|-------------------|
| Capital Expenditures     | <u>\$9,648</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>        |
| <b>NET FISCAL IMPACT</b> | <b><u>\$9,648</u></b> | <b><u>-0-</u></b> | <b><u>-0-</u></b> | <b><u>-0-</u></b> | <b><u>-0-</u></b> |

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
Budget Acct No.: Fund 3500 Dept. 361 Unit 0727 Object 6505  
Program

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

Transportation Improvement Fund  
Seminole Pratt/Sycamore Dr to Orange Blvd

|                               |            |
|-------------------------------|------------|
| Supplement #8- Basic Services | \$6,032.88 |
| - Reimbursables               | \$2,000.00 |
| Contract Amount               | \$8,032.88 |
| Contingency                   | \$ 405.12  |
| Staff Costs-Roadway           | \$ 805.00  |
| -Traffic                      | \$ 405.00  |
| Fiscal Impact                 | \$9,648.00 |

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

*atwillwhite 10-1-08*  
OFMB  
*UD SW CN 9/29/08*  
*10/1/08 10/1/08*

*Dr. J. Powell*  
Contract Dev. and Control  
*10/2/08*

This item complies with current  
County policies.

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

*Paul F. [Signature]*  
Assistant County Attorney  
*10/3/08*

**C. Other Department Review:**

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

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

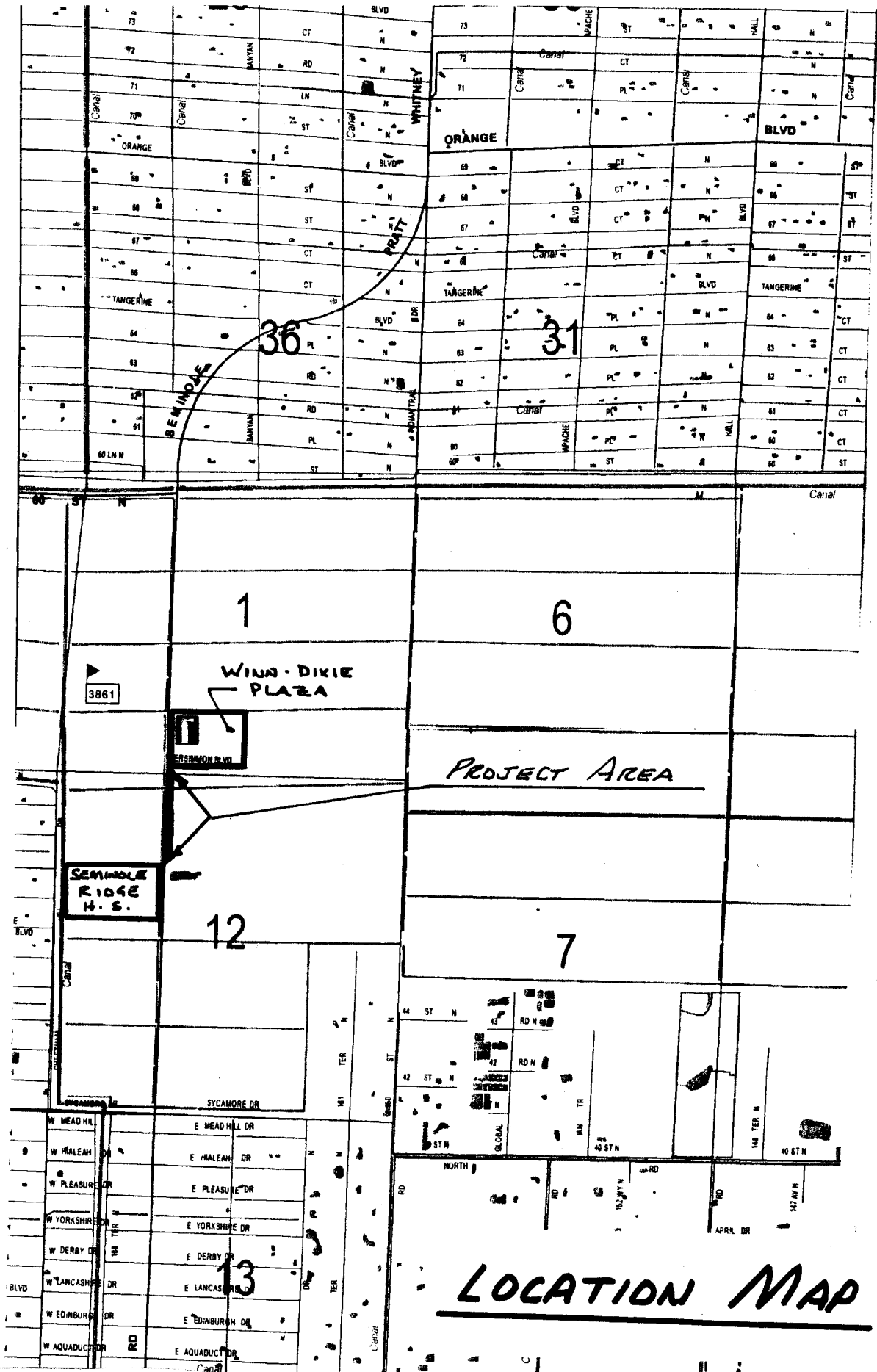
**Background and Justification: (Continued from Page 1)**

Due to the nature of the requested additional services, Small Business Enterprise (SBE) participation was not feasible for this supplement, however, MEI's SBE participation to date for this Project, including this supplement, is 34.74% overall. 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) .....          | \$ 6,032.88        | (Pathway Design, and Drainage). |
| Reimbursable Expenses (Not to Exceed)... | \$ 2,000.00        | (Permit Fees and Printing).     |
| Total:                                   | <u>\$ 8,032.88</u> |                                 |

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

SEMINOLE PRATT WHITNEY ROAD  
SYCAMORE DRIVE TO ORANGE BOULEVARD  
PROJECT NO.: 1997511C



**DESIGN BUDGET INFORMATION**

Project Name: Seminole Pratt Whitney Road from Sycamore Drive to Orange Boulevard

Project No.: 1997511C

Project Manager: L. Morton Rose

**Design Expenditures**

**Original Design Fee**

Consultant: \$ 650,616.61  
Contingency: \$ 64,383.39  
Staff: \$ 131,000.00

Total: \$ 846,000.00

**Supplements**

Cumulative Cost of Previous Supplements: \$ 646,629.70  
Cost of this Supplement No. 8: \$ \*9,648.00 \*(Includes staff costs and Contingency)

Total: \$ 656,277.70

Grand Total \$ 1,502,277.70

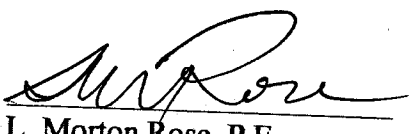
**Five Year Plan Design Funding**

FY 01: \$ 1,220,000 D  
FY 04\*\*: \$ 1,000,000 D/R/M  
FY 04\*\*: \$ 1,800,000 D/C  
FY 05: \$ 2,800,000 D/R/C

Subtotal: \$ 6,820,000

Construction\* - \$ -0-  
R/W Cost Deduct: - \$ 2,000,000  
Mitigation Cost Deduct: - \$ 450,000

Total Design Funding Available: \$ 4,370,000

Verified By:   
*wlr* L. Morton Rose, P.E.,  
Project Manager  
Five Year Road Prog. Mgr.

Comments:

\*Construction funding is not yet scheduled, so no construction expenditure is planned from the above funding.

\*\*Project limits split into two segments.

ATTACHMENT 2

**SUPPLEMENTAL AGREEMENT BETWEEN**

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

**FOR PROFESSIONAL ENGINEERING SERVICES ON**

**SEMINOLE PRATT WHITNEY ROAD  
SYCAMORE DRIVE TO ORANGE BOULEVARD**

**PROJECT #: 1997511C  
PALM BEACH COUNTY, FLORIDA**

**THIS SUPPLEMENTAL AGREEMENT No. 8, made and entered into this day of \_\_\_\_\_ 2008 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 March 13, 2001 (R-2001-0357), to provide professional engineering services for the design of Seminole Pratt Whitney Road from Sycamore Drive to Orange Boulevard, Palm Beach County, Florida (hereinafter PROJECT); and.**

**WHEREAS, the COUNTY now desires for the CONSULTANT to prepare construction plans for a pedestrian pathway along the east side of Seminole Pratt Whitney Road from Seminole Ridge High School to Persimmon Boulevard for the PROJECT; and**

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

**RE: Seminole Pratt Whitney Road from Sycamore Drive to Orange Boulevard  
Project No. 1997511C**

Basic Services in a lump sum fee of **\$6,032.88**;

Reimbursable Services (Not to Exceed) \$2,000.00;

**Totaling \$8,032.88**

**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 **COUNTY** agrees to pay the **CONSULTANT** a fee of Eight Thousand Thirty-Two Dollars and Eighty-Eight Cents (\$8,032.88).
5. 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 **March 13, 2001 (R-2001-0357)**, and;

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

**RE: Seminole Pratt Whitney Road from Sycamore Drive to Orange Boulevard  
Project No. 1997511C**

**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: *Cheryl L. Hubbard*  
Cheryl L. Hubbard  
(Printed Name)

SEAL

**APPROVED AS TO TERMS  
AND CONDITIONS:**

BY: *Orlando A. Fernandez*  
Department Head

BY: *Joselyne Gonzalez*  
Joselyne Gonzalez  
(Printed Name)

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

*Paul F. [Signature]*  
County Attorney

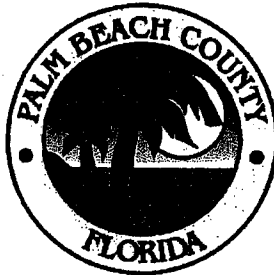


**EXHIBIT "A"**

**PROPOSAL**

**SEMINOLE PRATT WHITNEY ROAD  
FROM SYCAMORE DRIVE TO ORANGE BOULEVARD**

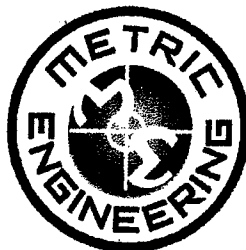
**PALM BEACH COUNTY**



**PROJECT NO. 1997511C**

**SUPPLEMENTAL AGREEMENT NO. 98  
Pathway Plans**

Prepared by:



September 15, 2008

*Voas OK  
WJK  
9/16/08*

*OK for processing  
M. Rose.  
9/16/08*

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **INTRODUCTION**

Metric Engineering, Inc. proposes to provide additional professional services beyond the Scope of Work of the original contract and supplements.

The additional services involve the preparation of Construction Plans for a pedestrian pathway along the east side of Seminole Pratt Whitney Road from Seminole Ridge High School to Persimmon Blvd. in accordance with the guidelines provided by Palm Beach County Engineering.

#### **A. BASIC SERVICES**

##### **Design Analysis and Plans**

Design analysis and preparation of Construction Plans for approximately 1,600 linear feet of pedestrian pathway to include plans, cross sections, quantities and cost estimate.

##### **Permitting**

Drainage analysis and preparation of permit applications or permit modification letters as required by the applicable permitting agencies, South Florida Water Management District (SFWMD) and Seminole Improvement District (SID).

#### **B. REIMBURSABLE SERVICES**

- Reproduction and Permit Fees are to be reimbursed at actual costs.



**Project Activity 4: Roadway Analysis**

Estimator:  
Form Revised 6/6/05

Seminole Pratt Whitney Rd - Callery Judge Pathway  
1997511C1D

| Task No.                                      | Task                                     | Units | No of Units | Hours / Unit | Total Hours | Comments                    |
|---|--|-------|-------------|--------------|-------------|-----------------------------|
| 4.1   | Typical Section Package                  | LS    | 1           | 0            | 0           |                             |
| 4.2   | Pavement Design Package                  | LS    | 1           | 0            | 0           |                             |
| 4.3   | Access Management                        | LS    | 1           | 0            | 0           |                             |
| 4.4   | Horizontal /Vertical Master Design Files | LS    | 1           | 12           | 12          |                             |
| 4.5   | Cross Section Design Files               | LS    | 1           | 0            | 0           |                             |
| 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           | 0            | 0           |                             |
| 4.10  | Computation Book & Quantities            | LS    | 1           | 4            | 4           |                             |
| 4.11  | Cost Estimate                            | LS    | 1           | 2            | 2           |                             |
| 4.12  | Technical Special Provisions             | LS    | 1           | 0            | 0           |                             |
| 4.13  | Other Roadway Analysis                   | LS    | 1           | 0            | 0           |                             |
| <b>Roadway Analysis Technical Subtotal</b>    |  |       |             |              | <b>18</b>   |                             |
| 4.14  | Field Reviews                            | LS    | 1           | 4            | 4           | 1 review x 2 hrs x 2 people |
| 4.15  | Technical Meetings                       | LS    | 1           | 2            | 2           | 2 hrs x 1 meeting           |
| 4.16  | Quality Assurance/Quality Control        | LS    | %           | 0%           | 0           |                             |
| 4.17  | Independent Peer Review                  | LS    | %           | 0%           | 0           |                             |
| 4.18  | Supervision                              | LS    | %           | 0%           | 0           |                             |
| <b>Roadway Analysis Nontechnical Subtotal</b> |  |       |             |              | <b>6</b>    |                             |
| 4.19  | Coordination                             | LS    | %           | 0%           | 0           |                             |
| <b>4. Roadway Analysis Total</b>              |  |       |             |              | <b>24</b>   |                             |

**Project Activity 5: Roadway Plans**

Estimator:

Seminole Pratt Whitney Rd - Callery Judge Pathway  
1997511C1D

| Task No. | Task  | Scale | Units | No. of Units | Hours / Unit | No. of Sheets | Total Hours | Comments   |
|----------|---|-------|-------|--------------|--------------|---------------|-------------|--|
| 5.1      | Key Sheet                                     |       | Sheet | 1            | 1            | 1             | 1           |  |
| 5.2      | Summary of Pay Items-including Quantity Input |       | Sheet | 0            | 0            | 0             | 0           |  |
| 5.3      | Drainage Map                                  |       | Sheet | 0            | 0            | 0             | 0           |  |
| 5.4      | Interchange Drainage Map                      |       | Sheet | 0            | 0            | 0             | 0           |  |
| 5.5      | Typical Section Sheets                        |       | Sheet | 1            | 4            | 1             | 4           | Includes guardrail & sidewalk details, notes, etc. |
| 5.6      | General Notes/Pay Item notes                  |       | Sheet | 0            | 0            | 0             | 0           |  |
| 5.7      | Summary of Quantities                         |       | Sheet | 1            | 2            | 1             | 2           |  |
| 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 | 0            | 0            | 0             | 0           |  |
| 5.11     | Optional Pipe/ Culvert Material               |       | Sheet | 0            | 0            | 0             | 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 | 0            | 0            | 0             | 0           |  |
| 5.15     | Plan Sheet                                    |       | Sheet | 4            | 2            | 4             | 8           |  |
| 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 | 0            | 0            | 0             | 0           |  |
| 5.21     | Miscellaneous Detail Sheets                   |       | Sheet | 0            | 0            | 0             | 0           |  |
| 5.22     | Drainage Structure Sheet (per Structure)      |       | EA    | 0            | 0            |               | 0           |  |
| 5.23     | Miscellaneous Drainage Detail Sheets          |       | Sheet | 0            | 0            | 0             | 0           |  |

**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           |          |
| 5.26                                    | Retention/Detention Ponds Detail Sheet |       | Sheet | 0            | 0            | 0             | 0           |          |
| 5.27                                    | Retention Pond Cross Sections          |       | EA    | 0            | 0            |               | 0           |          |
| 5.28                                    | Cross-section Pattern Sheet            |       | Sheet | 0            | 0            | 0             | 0           |          |
| 5.29                                    | Roadway Soil Survey Sheet              |       | Sheet | 0            | 0            | 0             | 0           |          |
| 5.30                                    | Cross Sections                         |       | EA    | 16           | 1            | 5             | 16          |          |
| 5.31                                    | Traffic Control Plan Sheets            |       | Sheet | 0            | 0            | 0             | 0           |          |
| 5.32                                    | Traffic Control Cross Section Sheets   |       | EA    | 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    | 1            | 0            |               | 0           |          |
| 5.40                                    | Utility Verification Sheet (SUE Data)  |       | Sheet | 0            | 0            | 0             | 0           |          |
| <b>Roadway Plans Technical Subtotal</b> |  |       |       |              |              | <b>12</b>     | <b>31</b>   |          |
| 5.41                                    | Quality Assurance/Quality Control      |       | LS    | %            | 0%           |               | 0           |          |
| 5.42                                    | Supervision                            |       | LS    | %            | 0%           |               | 0           |          |
| <b>5. Roadway Plans Total</b>           |  |       |       |              |              | <b>12</b>     | <b>31</b>   |          |

**Project Activity 8: Environmental Permits**

Estimator:  
Form Revised 6/6/05

Seminole Pratt Whitney Rd - Callery Judge Pathway  
1997511C1D

| Task No.   | Task   | Units | No. of Units | Hours/ Units | Total Hours | Comments                          |
|--|--|-------|--------------|--------------|-------------|-----------------------------------|
| 8.1  | Preliminary Project Research                                     | LS    | 1            | 0            | 0           |                                   |
| 8.2  | Complete Permit Involvement Form                                 | LS    | 1            | 0            | 0           |                                   |
| 8.3  | Establish Wetland Jurisdictional Lines                           | LS    | 1            | 0            | 0           |                                   |
| 8.4  | Agency Verification of Wetland Data                              | LS    | 1            | 0            | 0           |                                   |
| 8.5  | Complete And Submit All Required Permit Applications             | LS    | 1            | 8            | 8           | Permit Modifications; SFWMD, SID. |
| 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 RW 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   | LS    | 1            | 0            | 0           |                                   |
| 8.15   | Other Environmental  | LS    | 1            | 0            | 0           |                                   |
| <b>Environmental Permits Technical Subtotal</b>    |  |       |              |              | <b>8</b>    |                                   |
| 8.16   | Technical Meetings   | LS    | 1            | 0            | 0           | Meetings are listed below         |
| 8.17   | Quality Assurance/Quality Control                                | LS    | %            | 0%           | 0           |                                   |
| 8.18   | Supervision  | LS    | %            | 0%           | 0           |                                   |
| <b>Environmental Permits Nontechnical SubTotal</b> |  |       |              |              | <b>0</b>    |                                   |
| 8.19   | Coordination   | LS    | %            | 0%           | 0           |                                   |
| <b>8. Environmental Permits Total</b>              |  |       |              |              | <b>8</b>    |                                   |



**EXHIBIT "B"**

**PROJECT:** Seminole Pratt Whitney Road from Sycamore Drive to to Orange Boulevard  
**PROJECT NO.:** 1997511C  
**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, ancestry, marital status, or sexual orientation.



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

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project: Seminole Pratt Whitney Road from Sycamore Drive to Orange Boulevard  
Project No.: 1997511C

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:

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(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.

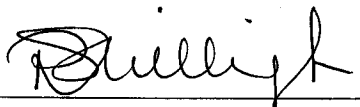
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services 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 Ross Shillingford, P.E., as  
(Name of Individual)

Palm Beach Design Manager, of Metric Engineering, Inc.  
(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 sanctions against future County business with the Consultant.

  
(Signature)

9/17/08  
(Date)

**EXHIBIT "C"**

09/16/2008

Engineering & Public Works Roadway Production  
**PARTICIPATION FOR MWBE/SBE CONSULTANTS**  
 Supplement Number 8

Project Name: Seminole Pratt Whitney Rd. from N. Sycamore  
 Prime Consultant: Metric Engineering, Inc.  
 Telephone No.: (561) 640-1306  
 Supplement date: 09/23/2008

Project No.: 1997511C  
 Prime Contact Person: Martin E. Marquez, P.E., Vice  
 Resolution Date: 03/13/2001 Res #: R2001-0357  
 Department: Engineering & Public Works

| Name / Address / Telephone of Minority Sub-Consultant | Type / Description of Work Performed by Sub-Consultant | Contract Dollar Amount for Sub-Consultant |          |       |       |            |      |
|---|--|---|----------|-------|-------|------------|------|
|   |  | Black                                     | Hispanic | Other | Women | White Male |      |
|   |  | MWBE                                      | 0.00     | 0.00  | 0.00  | 0.00       |      |
|   |  | SBE                                       | 0.00     | 0.00  | 0.00  | 0.00       | 0.00 |
|   |  | Total MWBE                                | 0.00     | 0.00  | 0.00  | 0.00       |      |
|   |  | %   |          |       |       |            |      |
|   |  | Total SBE                                 | 0.00     | 0.00  | 0.00  | 0.00       | 0.00 |
|   |  | %   |          |       |       |            |      |

Total Supplement Amount: 8,032.88

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/18/2008

PRODUCER (305)822-7800 FAX 305-362-2443  
Collinsworth, Alter, Fowler, Dowling & French  
P. O. Box 9315  
Miami Lakes, FL 33014-9315  
Anna Ramirez aramirez@cafd.com Ext. #120

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Metric Engineering, Inc.  
13940 S.W. 136 Street  
Metric Plaza - Suite 200  
Miami, FL 33186

| INSURERS AFFORDING COVERAGE |                              | NAIC # |
|-----------------------------|------------------------------|--------|
| INSURER A:                  | Amerisure Mutual Ins Co A X  | 23396  |
| INSURER B:                  | Amerisure Insurance Co A X   | 19488  |
| INSURER C:                  | Beazley Insurance Co. A VIII | 37540  |
| INSURER D:                  |                              |        |
| INSURER E:                  |                              |        |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L TR | INSR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |
|---------------|------|--|---------------|------------------------------------|-------------------------------------|---|
| A             |      | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  | CPP2052299    | 03/01/2008                         | 03/01/2009                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|               |      | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC  |               |                                    |                                     |   |
| A             |      | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS | CA2052300     | 03/01/2008                         | 03/01/2009                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC AGG \$                         |
|               |      | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |               |                                    |                                     |   |
| B             |      | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE \$<br><input checked="" type="checkbox"/> RETENTION \$ 0   | CU2052297     | 03/01/2008                         | 03/01/2009                          | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000  |
| A             |      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  | WC2052298     | 03/01/2008                         | 03/01/2009                          | NO<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| C             |      | OTHER<br>Professional Liability<br>Claims-Made Form<br><br>FULL PRIOR ACTS (7/1/76)  | V15KS708PNPM  | 03/01/2008                         | 03/01/2009                          | \$2,000,000 Each Claim<br>\$4,000,000 Policy Aggregate<br>\$100,000 Ea Claim Deductible   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: All projects with Palm Beach County

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, Its Officers, Employees and Agents are named as additional insured on the General and Auto Liability, excluding Professional Services. Issuing companies will provide 30 days written notice of cancellation; 10 days for non-payment.

## CERTIFICATE HOLDER

Palm Beach County  
c/o Roadway Production Division  
2300 N. Jog Road  
West Palm Beach, FL 33411-2745

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Meade Collinsworth/ANGIE

ACORD CORPORATION 1988

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

